## IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

Debtors. <sup>1</sup>	§	(Jointly Administered)
	§	
CORE SCIENTIFIC, INC., et al.,	§	Case No. 22-90341 (CML)
	§	
In re:	§	Chapter 11
	§	

## **AFFIDAVITS OF PUBLICATION**

On December 28, 2023, the Court entered the *Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order and (II) Conditionally Approving the Debtors' Disclosure Statement Supplement* (Docket No. 1638).

Between January 8, 2024 and January 11, 2024, eight newspapers timely published the approved Supplemental Combined Hearing Notice, copies and corresponding affidavits of which are attached hereto as **Exhibit A** through **Exhibit H**. On January 13, 2024, Stretto caused the Supplemental Combined Hearing Notice to be published in the Denton Record-Chronicle as evidenced on **Exhibit I**.

Exhibit A: Austin American Statesman

Exhibit B: Cherokee Scout

Exhibit C: Dalton Daily Citizen

Exhibit D: Muskogee Phoenix

Exhibit E: Odessa American

Exhibit F: Pecos Enterprise

Exhibit G: The Lake News

Exhibit H: Wall Street Journal National Edition

Exhibit I: Denton Record-Chronicle

Dated: January 15, 2024

/s/ James Nguyen-Phan
James Nguyen-Phan
STRETTO
410 Exchange, Suite 100
Irvine, CA 92602
(714) 616-5380
James.Nguyen-Phan@Stretto.com

<sup>&</sup>lt;sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Special Mining (Oklahoma) LLC (4327); American Property Acquisitions, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisition I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704.

**Exhibit A**Austin American Statesman Affidavit of Publication



## Austin American-Statesman

PO Box 631667 Cincinnati, OH 45263-1667

## **PROOF OF PUBLICATION**

Miller Advertising - Legal 909 3Rd AVE # 15

New York NY 10022-4745

STATE OF TEXAS, COUNTIES OF BASTROP, BELL, BLANCO, BURNET, CALDWELL, COMAL, CORYELL, FAYETTE, GILLESPIE, GUADALUPE, HAYS, KERR, LAMPASAS, LEE, LLANO, MILAM, TRAVIS & WILLIAMSON

The Austin American Statesman, a newspaper that is generally circulated in the counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson, State of Texas, printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

ACO American Statesman 01/10/2024

and that the fees charged are legal. Sworn to and subscribed before on 01/10/2024

Legal Clerk

Notary, State of WI, County of Brown

My commision expires

**Publication Cost:** 

Order No:

9713341

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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

VICKY FELTY Notary Public State of Wisconsin IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

in the properties of the State of the State

security contract or Unexperience Leave of the previous any utilized security contract or through the Societies and the United States which the Debtoors shall file, as judicially the Plans and Supplements. The Societies of Rejected Contracts and the Contract of Supplements and the Societies of Societies and Societies of Societie

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice,

OUTSTORS: If you have questions about this Conditioned Hearing Mesice, and as Chestor Howagh (II e.m.) at Conditional Hearing Mesice, context Street Howagh (II e.m.) at Conditional Hearing and Conditional Hearing Mesice, and Boy writing to Gue Scientific, her, Salide Freedom (III e.m.) at Mesice (III) and Leave (III)

All capitalized remisused but not defined herein or in the enclosed voting instructions, have the meanings assisted to them in the Plan, attached as Exhibit A to the Oisclosure Statement Supplement.

**Public Notices** 

and Steel (AIS) ments of federal law, the EPA Disadvantaged Business Enterprise (DBE) program, the Department of Labor (DOL) Equal Opportu-

Employment requirements, and the Davis-Bacon Wage Rate requirements. Contact regarding this project with any City of Pflugerville personnel or officials other than Mr.

Brandon Pritchett or his designated representative after the issue date of this RFQ will be grounds for removal of the firm from consideration.

November 29,2023 December January 10,

# Notice to Physicians and

Providers
National Pacific Dental, Inc.
(NPD), a UnitedHealthcare
Dental Company, 1311 W.
President George Bush Hwy, Richardson, TX 75080, is a single service dental HMO. NPD is accepting applications from qualified individuals to become participating providers of Dental Service between January 23, 2024, and February 12, 2024. All interested individuals should forward their qualifications to the obove address, attento the above address, attention: QA. #357946 January 7-11, 2024 9528857

Notice to Physicians and Providers

HealthPlan Superior Community Solutions Inc., a licensed HMO in Texas, provides Medicare Advantage benefits to eligible members. Superior Health-Plan Inc., a licensed HMO in Plan Inc., a licensed HMO in Texas, provides Medicare, Medicaid, CHIP and commercial benefits to eligi-ble members. Superior HealthPlan Network, a licensed EPO in Texas provides Medicaid and CHIP benefits to eligible members in rural service areas. Celtic Insurance Company (Ambetter from Superior Health-Plan), a licensed EPO, provides commercial bene-fits to eligible members. Application can be made to participate at any time. 5900 E. Ben White Blvd., Austin, TX 78741. January 8, 9, 10, 11, 12, 2024 Public Notices

Public Notices

Notice to TX Physicians and Providers

The following organizations are accepting applications for health care professionals who wish to become contracted care providers during Feb. 1st thru Feb. 20th. The Chesapeake Life Insurance Company and Mid-West National Life Insurance Company of Tennessee, located at 9151 Boulevard 26, North Richland Hills, TX 76180, offers preferred provider organizations (PPO). Applicants must meet practice standards, qualifications and other participatory criteria established by the PPO. To initiate the application process, visit EyeMed's website at https://eyemed.com/en-us/provider. Jan. 2, 3, 4, 5, 7, 2024 #9529678

NOTICE TO PHYSICIANS AND PROVIDERS NOTICE TO PHYSICIANS AND PROVIDERS
SafeGuard Health Plans, Inc., a single service Dental HMO, will be accepting applications for its Provider panel between January 2, 2024, through January 31, 2024. Please submit applications to: SafeGuard at Two Galleria Tower, 13455 Noel Road, 7th Floor, Dallas, TX 75240.
Jan. 8, 9, 10, 11, 12, 2023 #9523147

Notice to Dentists and Providers Now accepting dentists' applications to be participating providers for our dental managed care plan. Please contact us at:

Managed DentalGuard, Inc. Network Management Department P.O. Box 981574 El Paso, TX 79998-1574

800-890-4774 Applications will be accepted throughout 2024 1/8, 1/9, 1/10, 1/11, 1/12/2024 #9703487

NOTICE TO PHYSICIANS AND PROVIDERS

First Continental Life and Accident Insurance Company (FCL Dental ) will accept applications January 1,2024 through December 31, 2024 from providers who wish to join OraQuest Dental Plans HMO provider network. For more information or to request an application, call FCL Dental at 1-800-660-6064 or write to us at 101 Parklane Boulevard, Suite 301, Sugar Land, TX 77478 January 8,9,10,11,12 2024 LACO0034704

Notice to Physicians and Providers

Notice to Physicians and Providers
The following organizations are accepting applications for health care professionals who wish to become contracted care providers during Feb. 1–Feb. 20, 2024. UnitedHealth-care® Community Plan, as the trade name of UnitedHealth-care Community Plan of Texas, L.L.C., a health maintenance organization (HMO) and UnitedHealthcare Insurance Company, an exclusive provider organization (EPO) located at 14141 Southwest Freeway, Suite 500, Sugar Land, Texas 77478, offers Medicaid managed care (STAR, STAR Kids and STAR+PLUS) and Children's Health Insurance Plan (CHIP). UnitedHealthcare of Texas, Inc. and UnitedHealthcare Benefits of Texas, Inc. located at 1311 President George Bush Highway, Richardson, Texas 75080, offer basic health care Benefits of Texas, Inc. located at 1311 President George Bush Highway, Richardson, Texas 75080, offer basic health care service HMO plans. UnitedHealthcare Insurance Company, Golden Rule Insurance Company, Freedom Life Insurance Company of America, The Chesapeake Life Insurance Company, Mid-West National Life Insurance Company of Tennessee and PacifiCare Life and Health Insurance Company offer preferred provider organizations (PPOs) and exclusive provider organizations (EPOs). Applicants must meet practice standards, qualifications and other participatory criteria established by the HMO and/or PPO/EPOs. To become part of a network of health care professionals and become part of a network of health care professionals and facilities committed to helping people live healthier lives and making the health care system better for everyone, visit

Submit a Legal **Public Notice** through our NEW self-service platform. USA TODAY NETWORK

**Public Notices Public Notices** CONCORDIA UNIVERSITY A Concordia University Texas

**Notice of Nondiscriminatory** Policy as to students

Concordia University Texas admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the college or university. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other school-administered programs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF DISTRICT PETITION TCEQ Internal Control No. D-09262023-033

PETITION. Lund Farm Investment LLC, a Texas limited liability company ("Petitioner") filed a petition for creation of Lund Farm Municipal Utility District (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article III, Section 52 and Article XVI, Section 59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner is the owner of a majority of the The perutori states that: (f) the Petutorier is in evider or anigority of the assessed value of the land to be included in the proposed District; (2) there are no lienholders on the property to be included in the proposed District; (3) the proposed District will contain approximately 569.739 acres of land, located within Bastrop and Travis Counties, Texas; and (4) a portion of the land to be included in the proposed District is within the extraterritorial jurisdiction of the City of Elgin, Texas (City), and the City has consented to creation of and inclusion of the land within the District.

By resolution No. 2023-08-15-55, passed and adopted on August 15, 2023, the City gave its consent to the creation of the proposed District pursuant to Texas Water Code Chapter 54.016.

The land to be included in the proposed District is depicted on the vicinity map designated as Exhibit "A," which is attached to this document.

The petition further states that the proposed District will purchase, construct, acquire, repair, extend and improve land, easements, works, improvements, facilities, plants, equipment and appliances necessary to: (1) provide a water supply for municipal uses, domestic uses and commercial purposes: (2) collect, transport, process, dispose of and control commercial purposes, (2) context, daisport, process, dispose or and com-all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction; (4) design, acquire, construct, finance, improve, operate, and maintain macadamized, graveled, or payed roads, or improvements in aid of those roads; and (5) provide such other facilities systems, plants and enterprises as shall be consonant with the purposes for which the District is created and permitted under state law.

According to the petition, a preliminary investigation has been made to According to the pertuon, a preiminary investigation has been linder to determine the cost of purchasing and constructing the project, and it is estimated by the Petitioner, from the information available at this time, that the cost of said project will be approximately \$64,870,000, including \$42,100,000 for water, wastewater and drainage, \$21,170,000 for roads, and \$1,600,000 for recreational facilities.

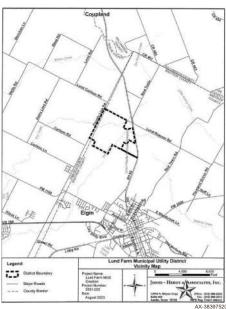
CONTESTED CASE HEARING. The TCEQ may grant a contested ca

after the newspaper publication of this notice. To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the petitioner and the TCEQ internal Control Number; (3) the statement "I/we request a contested case hearing": (4) a brief description of how you would be affected by the case rearmy; (4) a one description of now you would be alrected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information coeffice below. information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk MC 105 TCEO P.O. Box 13087 Austin TX 78711-3087 To information concerning the hearing process, please, contact the Public Interest Counsel, MC 103, at the same address. General information regarding TCEQ can be found at our web site <a href="http://www.tceq.texas.gov/">http://www.tceq.texas.gov/</a>.

Issued: December 21, 2023



IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Specialty Mining (Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90349; Acquisitions VIII, LLC, 22-90349; Acquisitions VIII, LLC, 22-90349; Acquisitions VIII, LLC, 22-90349; American Property Acquisitions VI

PLEASE TAKE NOTICE OF THE FOLLOWING:

to accept the *Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its*Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (the "**Third**")

Determine Zo, Zu-S, nice Decides intell me (i) Yourn Amenice Joint Chipper I)

Applian of Core Scientific, Inc. and Ist Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan"); which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee, and (ii) Supplement to Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, (Docket No. 1640) (the "Disclosure Statement Inc. and Ist Affiliated Debtors, (Docket No. 1640) (the "Disclosure Statement Inc. and Ist Affiliated Debtors, (Docket No. 1640) (the "Disclosure Statement Inc. and Ist Affiliated Debtors, (Docket No. 1640) (the "Disclosure Statement Inc. and Ist Affiliated Debtors, (Docket No. 1640) (the "Disclosure Statement Inc.). Supplement, and together with the Disclosure Statement for Third Amende Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Dock No. 1439, as may be modified, amended, or supplemented, the "Disclosur Statement".) On December 28, 2023, the Bankruptcy Court entered the Orld (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Orld and (II) Conditional Managemia the Dates of Disclosure Statement Unit and (III) Conditional Managemia the Dates of Disclosure Statement Unit 100 Plant (III) Conditional Managemia (II (i) mountying backs are becomes a cruin mile wisobase statement one and (iii) Conditionally Approving the Debtors Disclosure Statement Tougheimer (Docket No. 1638) (the "Supplemental Disclosure Statement Tought eye and, together with the Initial Disclosure Statement Order, the "Disclosure Statement Order"), which, among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commenc the solicitation of votes to accept or reject the Plan.

3. Combined Hearing. A hearing to consider confirmation of the Plan and Innal approval of the Disclosure Statement (the "Combined Hearing").

the solicitation of votes to accept or reject the Plan.

3. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court a nonuncement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, ora sa result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 5 (Miner Equipment Lender Secured Claims), Class 5 (Miner Equipment Lender Secured Claims), Class 5 (Miner Equipment Lender Secured Claims), Class 5 (Miner Secured Mortgage Claims), Class 5 (Misch Secured Mortgage Claims), Class 5 (Misch Secured Claims), Class 5 (Secured Mortgage Claims), Class 5 (Misch Secured Claims), Class 5 (Secured Mortgage Claims), Class 5 (Misch Secured Claims), Class 5 (Secured Mortgage Claims), Class 5 (Misch Secured Claims), Class 5 (Secured Mortgage Claims), Class 5 (Misch Secured Claims), Class 5 (Secured Mortgage Claims), Class 5 (Misch Secured Claims), Class 6 (Secured Mortgage Claims), Class 6 (Misch Secured Claims), Class 6 (Secured Mortgage Claims), Class 6 (Misch Secured Claims), Class 6 (Secured Mortgage Claims), Class 6 (Misch Secured Claims), Class 7 (Misch Secured Mortgage Claims), Class 7 (Misch Secured Claims), Class 8 (Convenience Class Claims), Class 8 (Convenience Class Claims), Class 6 (Misch Secured Claims), Class 7 (Misch Secured Mortgage Claims), Class 7 (Misch Secured Claims), Class 8 (Convenience Class Claims), Class 7 (Misch Secured Claims), Class 7 (Misch Secured Claims), Class 8 (Convenience Class Claims), Class 8 (Convenience Class Claims), Class 8 (Convenience Class Claims), Class INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOU

BALLOT AND YOUR VOTE.
Holders of Claims (but not Holders of Existing Common Interests in
Class 12) that (i) have already submitted a Ballot and (ii) do not wish
to change their vote, do not need to submit a new Ballot. However,
any Holder of a Claim that (x) has not submitted a Ballot or (y) has
submitted a Ballot but now wishes to chance its vote. must submit any Holder of a Claim that (x) has not submitted a bande of (y) has submitted a Ballot but now wishes to change its vote, must submitted by the Voting Agent on or before th Parties in Interest Not Entitled to Vote Holders of Claims of

6. Parties in Interest Not Entitled to Vote. Holders of Claims on Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims) Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of fits Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankrupts, Bulle 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a"Rule 3018(a) Motion must be Claim and the Court of th it alliculated in **the Court not later than 5:00 p.m. (Prevailing Central Time tember 8, 2023.** Upon the filing of any such Rule 3018(a) Motion, such It's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as <u>Exhibit 2</u> to the Disclos Statement Order, unless temporarily Allowed in a different amount by an or of the Court entered prior to or concurrent with entry of an order confirm

Objections to Confirmation. The deadline to object or respon to confirmation of the Plan or final approval of the Disclosure Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the 'Objection Deadline'). ction Deadline").

Form and Manner of Objections to Confirmation. Objections and

8. Form and Manner of Ubjections to Confirmation. Objections and responses, if any to confirmation of the Plan or final approval of the Disclosure Statement, must; (i) be in writing; (ii) conform to the Bankruptry Rules and the Bankruptry Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such discriminant of the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Plan that would resolve such as the Selection of the Selection of the Selection of the Selection of the Sel if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401 ton, Texas 77002, so as to be actually received no later than the

IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEOUACY THEREOF AND MAY NOT BE HEARD

10. **Additional Information**. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to ore Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchang Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S. anada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties

may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee oy accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov. page/bankruptcycourt. Note that a PACER password and login are needed to cess documents on the Bankruptcy Court's website. A PACER password ca

UHCprovider.com/join. Jan. 8 - 12, 2024 #9613851

access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacerus.courts.gov/.

NOTICE REGARDING CERTAIN RELEASE.

EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN If you (i) vote to accept the Plan, (ii) are solicited to vote to accept and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, (iii) where plan is the Plan, or opportunity to opt out of granting the releases set forth in the Plan, or iii) where given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in

hall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are

provided below: SECTION 10.5 <u>INJUNCTION</u>. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to PLEASETAKENOTICE OF THE FOLLOWING:
1. Conditional Approval of Disclosure Statement. On November 14,
2023 the United States Bankruptcy Court for the Southern District of Texas
(the "Bankruptcy Court") held a hearing (the "Conditional Disclosure
Statement Hearing") at which it conditionally approved the Disclosure
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Statement Hearing") at which it conditionally approved the Disclosure
Statement Find Amended Joint Chapter 11 Plan of Core Scientific, nac and its affiliated debtors in the above-captioned chapter asses (collectively, the "Debtors"), and thereafter entered an order (the
"Interests," (ii) enforcing, attaching, collecting, or recovering by any
manner or means any judgment, award, decree, or order against such
to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, inc. and Its
Entities on account of or in connection with or with respect to a means any indegment, award, decree, or order against such
Entities on account of or in connection with or with respect to a means and the proposed to accept the Plan, and all Subcontractors and all other parties in interest
10.7 of the Plan, or are subject to exculpation permanent to Section 10.3 of the Plan, and all Subcontractors and all of the pretiment to section 20. The Plan of the Plan, or are subject to exculpation permanent to Section 10.3 of the Plan, and all Subcontractors and all other parties in interest
20. The Plan, and all Subcontractors and after the Effective Date, for the Plan, and all Subcontractors and of the Plan, and all Subcontractors and of the Plan, and all Subcontractors and after the Effective Date, for the Plan, and all Subcontractors and all subcontractors and after the Effective Da Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or he estates of such Fr ties on account of or in connection with or wit respect to any such Claims or Interests: (iv) asserting any right of setoff. subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests ınless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicat that such entity asserts, has, or intends to preserve any right of setof pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, titled to a distribution, or cancelled pursuant to the Plan or otherwis Disallowed; *provided* that such persons who have held, hold, or may hold

laims against, or Interests in, a Debtor, a Reorganized Debtor, or ar

state shall not be precluded from exercising their rights and remedie or obtaining the benefits, solely pursuant to and consistent with the Subject in all respects to Section 11.1 of the Plan, no entity or perso nay commence or pursue a Claim or Cause of Action of any kind agains any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement or document (including any legal opinion) requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the GUC Contingent Payment Obligations Documents, the GUC Contingent Payment Obligation stem Sheet, the New Secured Notes Documents, the Dif Facility, the Terminated KSA, the KSA, the Chapter 11 Cases, the pursuit of confirmation of other Plan or Green the Plan, the Administration and implementation of the Plan or Green the any Released Party or Exculpated Party that arose or arises from, ir whole or in part, the Chapter 11 Cases, the Debtors, the governance nanagement, transactions, ownership, or operation of the Debtors

including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, perparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal

Conungent rayment uniquations term sneet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankrupty Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; and (iii) shall not release or be construed as releasing (a) Harlin Dean, (b) the plaintiffs in the Securities Class Action, (c) any Holder asserting a Section 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity, notwithstanding the inclusion of any of the foregoing within the definition of Released

the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after e Effective Date, each Releasing Party, shall be deemed to have onclusively, absolutely, unconditionally, irrevocably, and forever, eleased, and discharged the Debtors, the Reorganized Debtors, and he Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities w ncluding any derivative Claims or Causes of Action asserted or that ma be asserted on behalf of the Debtors or their Estates, that such Entity vould have been legally entitled to assert in their own right (whethe ndividually or collectively) or on behalf of the Holder of any Claim o nterest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission transaction, agreement, event, or other occurrence taking place or or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors which includes, for the avoidance of doubt, all claims and Causes o Action asserted or assertable in the Securities Class Action), the DIF Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation lissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or ny Restructuring Transaction, contract, instrument, release, or other greement or document (including any legal opinion requested by any ntity regarding any transaction, contract, instrument, document, Thirty regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the New Secured Notes Documents, the Flan Settlements, the Olt Contingent Payment Obligations Documents, the Gontingent Payment Obligations Documents, the Wew Amera Contingent Payment Obligations Documents, the New Marrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Tacility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Calisms or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors or the Reorganized Debtors, the DIP Facilies Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the finer Equipment Lender Agreements, the Mortgage Agreements, the formulation, preparation, and all agreements relating to M&M Liens, and related agreement, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negrotiation, entry into, or filing of the Plan (including the Plan Supplement), the Discosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement of occument (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Stetlement, the Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the GUC Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order including the issuance or distribution consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final

opinion) created or entered into in connection with the Plan, the Plan Settlements, the Plan Settlements, the New Secured Motes Documents, the New Secured Motes Documents, the Contingent Payment Obligations Documents, the Mew Miner Equipment Contingent Payment Obligations Ferm Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the IDIP Facility, the Terminated State Distribution of, consideration pursuant to the Plan and, therefore, are the Initial DIP Loan Documents, the DIP Facility, the Terminated State Distribution and count of Such distribution and count of Such distribution and count of Such distribution and Contracts and Incorporation and Contracts or Unexpired Leases the Dusting Agreement of the Violation of avanishing and of the Violation of avanishing and Contracts and the Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to be assumed and assigned, or Contracts and the Debtor's shall serve a notice on parties to Executory Contract or Unexpired Lease to the Evan Supplement, the Exhalted Interport of the Contracts and the Contracts and the Plan Supplement of the Violation of avanishing the Contracts and the Contracts and the Contracts and the Plan Supplement of the Violation of Avanued Contracts. The Plan further provides that prior to the Violation of avanishing and the Violation of Avanued Contracts and the Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to be assumed and assigned, or Contracts or Unexpired Leases to the Avanued Lease the Contracts or Unexpired Leases to the Contracts or Unexpired Leases to the Contracts or Unexpired Leases to the Contracts or Unexpir and (ii) shail not be construed as (a) excupating a exclupated and that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or of such as the proposed user proposed cure proposed user prop Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or elating to Core Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or any Claims asserted by Sphere 3D Corp. against a Debtor. SECTION 5.19 CANCELLATION OF LIENS.

debt of the Debtors and Existing Common Interests will be cancelled and Executory Contract or Unexpired Lease notwithstanding any provision thereo obligations of the Debtors thereunder will be discharged and of no further | that purports to (i) prohibit, restrict, or condition the transfer or assignment o force or effect, except for the purpose of allowing the applicable agents and such contract or lease; (ii) terminate or modify, or permit the termination of trustees to receive distributions from the Debtors under the Plan and to make | modification of, a contract or lease as a result of any direct or indirect transfe

(b) After the Effective Date and following (i) the distributions to Holde on account of Allowed Convertible Notes Secured Claims and Allowed Miner of any Debtor or any Reorganized Debtor, as applicable, under such Executor the Debtors or the Reorganized Debtors, at their expense, may, in their sole liscretion, take any action necessary to terminate, cancel, extinguish, and/or vidence the release of any and all mortgages, deeds of trust, Liens, pledges, nd other security interests with respect to the Convertible Notes Secured laims, Miner Equipment Lender Secured Claims, and M&M Lien Secured laims, including, without limitation, the preparation and filing of any and all ocuments necessary to terminate, satisfy, or release any mortgages, deeds f trust, Liens, pledges, and other security interests held by the Holders of the N&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3

Relevant Definitions Related to Release and Exculpation

"Exculpated Parties" means each of the following in their capacity such and, in each case, to the maximum extent permitted by law: (i) the btors; (ii) Equity Committee and each of its present and former members, ach solely in their capacity as such (and as it relates to former members olely with regard to the time period for which they served on the Equity nmittee); and (iii) the Creditors' Committee and each of its present and rmer members, each solely in its capacity as such (and as it relates to former embers, solely with regard to the time period for which they served on the

realiors committee).

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates urrent and former directors, managers, officers, equity holders (regardless of rhether such interests are held directly or indirectly), affiliated investment ınds or investment vehicles, predecessors, participants, successors, and ssigns, subsidiaries, and each of their respective current and former equity olders, officers, directors, managers, principals, members, employees, agent duciaries, trustees, advisory board members, financial advisors, partner mited partners, general partners, attorneys, accountants, managed accoun r funds, management companies, fund advisors, investment banker onsultants, representatives, and other professionals, and such Person espective heirs, executors, estates, and nominees, each in their capacity a uch, and any and all other Persons or Entities that may purport to assert an

respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, bury through the freegoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (vi) the members of the Equity Committee; (vi) the present and former members of the Creditors' Committee, solely in their capacities as such; (vi) the Backstop Parties; (vii) the Creditors' Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (viii) the Exit Lenders; (ixiv) the Notes Agent, solely in its capacity as such; (vvi) Foundry Digital LLC; (vxi) B. Rilley Commercial Capital, LLC; (vxii) B. Rilley Capital, LLC;

Notice of Assumption and Rejection of Executory
Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan
and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the
occurrence of the Effective Date and the payment of any applicable Cure
Amount, and subject to section 8.5 of the Plan, all Executory Contracts and
lunexpired Leases to which any of the Debtors are parties shall be deemed
assumed, unless such contract or lease (i) was previously assumed or rejected
by the Debtors, pursuant to Final Order of the Bankrupt yout, (ii) previously
expired or terminated pursuant to its own terms or by agreement of the parties
thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before
the Confirmation Date, or (iv) is specifically designated as a contract or lease to
be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction
of the conditions set forth in section 8.2 of the Plan, (iii) resultion of any
disputes in accordance with section 8.2 of the Plan, with respect to the
Executory Contracts or Unexpired Leases subject to such disputes, and
(iii) the occurrence of the Effective Date, entry of the Confirmation Order
by the Bankruptcy Court shall constitute approval of the assumptions or
rejections provided for in the Plan pursuant to sections 365(a) and 1123 of
the Bankruptcy Court shall constitute approval of the assumptions or
assumed and assigned pursuant to the Plan shall vest in and be fully
enforcable by the applicable Reorganized Debtor or assignee in accordance
with its terms, except as modified by any provision of the Plan, any order of the
extent any provision in any Executory Contract or Unexpired Lease assumed
pursuant to the Plan restricts or prevent, or
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extent any provision in any Executory Contract or Unexpired Lease assumed
pursuant to the Plan restricts or prevent, or
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or Unexpired Lease (including any "change of control" provision), then suc provision shall be deemed modified such that the transactions contemplate

distribution of contracts or one-price described intention to potentially assume, assume and solicitation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions and pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; (o) shall only be applicable to the maximum extent permitted by law; (and (ii) shall not be construed as (a) exculpating any Exculpated Party on Claims or Causes of Action arising from an act or omission that is

document, instrument, or agreement (including those set forth in the pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Plan Supplement) executed to implement the Plan, or (c) exculpating | Court prior to such assumption being effective; provided that the Debtors of the Reorganized Debtors, as applicable, may, with the consent of the Requisit Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that-any counterparty t an Executory Contract or Unexpired Lease that does not timely object to the (a) Except as otherwise specifically provided in the Plan, including a ctions 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing lease shall be deemed to have assented to assumption of the applicable

arties hereunder. any further distributions to the applicable Holders on account of their Allowed or assignment of the rights of any Debtor under such contract or lease or a SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Claims and Interests. Plan: (iii) increase, accelerate, or otherwise alter any obligations or liabilit Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M | Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executor Contract or Unexpired Lease pursuant to the Plan and counterparties assumed Executory Contracts or Unexpired Leases that fail to object to th roposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with spect to any Cure Amounts or the provision of adequate assurance of futur erformance), or taking actions prohibited by the foregoing or the Bankruptc ode on account of transactions contemplated by the Plan Section 8.3 of the Plan provides that unless otherwise provided by a

rder of the Bankruptcy Court, Proofs of Claim with respect to Claims arisin from the rejection of Executory Contracts or Unexpired Leases, if any, must b Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease and (iii) the Effective Date. Any Claims arising from the rejection of ar Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from Debtors, the Estates, the Reorganized Debtors, or property foregoing parties, without the need for any objection by the D or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and lischarged, notwithstanding anything in the Schedules, if any, or a Troof of Claim to the contract

dischargee, notwitnstanding anything in the Schedules, if any, or a Proof of Claim to the contrary. UNLESS AN OBJECTION ISTIMELY SERVED AND FILED IN ACCORDANC WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any amended Plan Supplement on or before January 5, 2024. Notice of Procedures with Respect to Reinstated Claims.

1. Please take notice that in accordance with Article IV of the Plan and

 Please take notice that, in accordance with Article IV of the Plan ar ion 1124 of the Bankruptcy Code, as of and subject to the occurrence of the ffective Date and the payment of any applicable (ure Amount, and subject to ection 7.11 of the Pat librah, all Other Secured Claims in Class 4 shall be Reinstated subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan ii) resolution of any disputes in accordance with section 7.11 of the Plan with

(ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cuer Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 17.12 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 setting forth the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (O, or (D) or the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute, provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim for or the re

acticable thereafter, by the Debtors or Reorganized Debtors, as the case m ... IINI FSS AN ORIFCTION ISTIMFLY SFRVFD AND FILFD IN ACCORDANCE

THE BANKRUPTCY COURT. QUESTIONS: If you have questions about this Combined Hearing Notice ease contact Stretto through (i) e-mail at CoreScientificInquiries om, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto nc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404 1152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv

isiting https://cases.stretto.com/CoreScientific. The Debtors in these chapter 11 cases, along with the last four digits of ach Debtor's federal tax identification number, are as follows: Core S Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, In 0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); Americar roperty Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC 5106); American Property Acquisitions I, LLC (9717); and American Propert cquisitions, VII, LLC (3198). The Debtors' corporate headquarters is 210 Bartor rings Road, Suite 300, Austin, Texas 78704. The Debtors' service address i

407 S. Congress Ave, Suite E-101, Austin, Texas 78704. All capitalized terms used but not defined herein or in the enclosed votir instructions have the meanings ascribed to them in the Plan, attached Exhibit <u>A</u> to the Disclosure Statement Supplement.

# Exhibit B Cherokee Scout Affidavit of Publication

NORTH CAROLINA Cherokee County

CORE SCIENTIFIC BANKRUPT

### AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and state, duly commissioned, qualified, and authorized by law to administer oaths, personally appeared David Brown, who being first duly sworn, deposes and says that he is Publisher engaged in the publication of a newspaper known as the

### CHEROKEE SCOUT

published, issued, and entered as second class mail in the City of Murphy, in said County and State, that he is authorized to make this affidavit and sworn statement, that the notice or other legal advertisement, a true copy of which is attached hereto, was published in the CHEROKEE SCOUT on the following dates:

01/10/2024

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statues of North Carolina and was a qualified newspaper within the meaning of the Section I-597 of the General Statues of North Carolina.

This 11th day of January, 2024

David Brown

Sworn to and subscribed before me this 11th day of January, 2024

Notary Public Donna M Getch

My commission expires January 18, 2027

(SEAL)

DONNA M. GETCH Notary Public North Carolina Cherokee County

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION Chapter 11 CORE SCIENTIFIC, INC., et al., § Case No. 22-90341 (CML)

Debtors¹ § (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN: AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII. LLC. 22-90350

## PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Initial Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on

November 16, 2023 (Docket No. 1438) (the "Third Amended Plan"). 2. Fourth Amended Plan and Disclosure Statement Supplement. On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan")2, which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee, and (ii) Supplement to Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, (Docket No.1640) (the "Disclosure Statement Supplement" and together with the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or supplemented, the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order and (II) Conditionally Approving the Debtors' Disclosure Statement Supplement (Docket No. 1638) (the "Supplemental Disclosure Statement Order" and, together with the Initial Disclosure Statement Order, the "Disclosure Statement Order"), which, among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence the

solicitation of votes to accept or reject the Plan.

3. *Combined Hearing*. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. opez, United States Bankruptcy Judge, in the Bankruptcy Court The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8A (General Unsecured Claims), Class 8B (Convenience Class Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9. 2023 (the "Voting Record Date")

5. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

Holders of Claims (but not Holders of Existing Common Interests in Class 12) that (i) have already submitted a Ballot and (ii) do not wish to change their vote. do not need to submit a new Ballot. However, any Holder of a Claim that (x) has not submitted a Ballot or (y) has submitted a Ballot but now wishes to change its vote, must submit its Ballot so that it is received by the Voting Agent on or before the Voting Deadline.

6. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed Restructuring Transaction, contract, instrument, release, or other amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the

7. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

8. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing: (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN. THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

10. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@ stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

### **NOTICE REGARDING CERTAIN RELEASE,** EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan. (iii) vote. or are deemed. to reiect the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided below:

SECTION 10.5 **INJUNCTION**. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities

Claims or Interests; (iii) creating, perfecting, or enforcing any Lien | legal opinion) created or entered into in connection with the or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity serts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1 of the Plan, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transac tion, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement. the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the

underlying colorable Claim or Cause of Action. SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages. Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents. the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; and (iii) shall ase or be construed as releasing (a) Harlin Dean, (b) the

plaintiffs in the Securities Class Action, (c) any Holder asserting a Section 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity, notwithstanding the inclusion of any of the foregoing within the definition of Released Parties hereunder SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring

Fransaction, contract, instrument, release, or other agreement

or document (including any legal opinion requested by any Entity

regarding any transaction, contract, instrument, document, or

other agreement contemplated by the Plan or the reliance by any

on account of or in connection with or with respect to any such Released Party on the Plan or Confirmation Order in lieu of such

Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIF Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agree ment (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incu liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, reparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIF Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to Core Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or any

Claims asserted by Sphere 3D Corp. against a Debtor. SECTION 5.19 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of against, as applicable, the Debtors, the Estates, the Reorganized allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

Relevant Definitions Related to Release and Exculpation

"Exculpated Parties" means each of the following in their apacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) Equity Committee and each of its present and former members, each solely in their capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Creditors

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles predecessors, participants, successors, and assigns, subsidiaries and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such; (v) the Backstop Parties; (vi) the Creditors Committee: (vii) the present and former members of the Creditors Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the Ad Hoc Noteholder Group; (xii) the Consenting Creditors. (xiii) the Exit Lenders; (xiv) the Notes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B. Riley Commercial Capital, LLC: (xvii) BRF Finance Co., LLC: and (xviii) with respect to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case olely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set

orth in the Plan but did not opt out. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE,

EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

### Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

 Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously assumed or rejected by the Debtors pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and

assignment, or applicable law. 2. The Plan provides that to the maximum extent permitted by law to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice or parties to Executory Contracts or Unexpired Leases to be assumed assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or ease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not isted on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any furthe notice to any party or any action, order, or approval of the Bankruptcy

Court. 4. Section 8.2 of the Plan further provides that-any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired ease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or contro to the extent contemplated by the Plan; (iii) increase, accelerate or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract of Jnexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged notwithstanding anything in the Schedules, if any, or a Proof of

Claim to the contrary. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY

NOT BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any amended

lan Supplement on or before January 5, 2024. Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code nave not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there s a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute: provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smalle amount as may be fixed or estimated by the Bankruptcy Court of otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date or otherwise as soon as practicable thereafter, by the Debtors o Reorganized Debtors, as the case may be

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE. IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, nc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100. Irvine, CA 92602. (iii) via telephone at (949) 404-4152 (U.S.) Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837) Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106) American Property Acquisitions I. LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters s 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101 Austin, Texas 78704

All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan attached as Exhibit A to the Disclosure Statement Supplement.

# **Exhibit C**

Dalton Daily Citizen Affidavit of Publication

# **DALTON DAILY CITIZEN**

# **Dalton's Award-Winning Newspaper**

# Dalton, Georgia 30720

**308 South Thornton Avenue** 

706-217-6397

# **LEGAL AFFIDAVIT**

I, Jeff Mutter, General Manager of the Dalton Daily Citizen, a
newspaper published in the City of Dalton, Georgia, do solemnly swear
the advertisement for:
United States Bankruptay Court In Re: Core
United States Bankruptay Court In Re: Core Scientific Inc.
Has run time(s) in the newspaper.
Run dates are as follows:
Jan. 10, 2024
Aff Multo
Jeff Mutter
General Manager
Sworn on this day 10 January 2024  Notary Public June Hand
Notary Public Just Hand
Notary Expires 15 0 2024 Similar Notary Expires 15 0 2024
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8B Wednesday, January 10, 2024

FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

In re: \$ Chapter 11 \$ Case No. 22-90341 (CML) Bebtors' \$ (Jointly Administered) § Chapter 11

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC 22-90342 Core Scientific Operating Company 22-90343 Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the *Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and* Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) of Core Scientific, Inc. and its affiliated debtors in the abovecaptioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Initial Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (the "Third Amended Plan").

2. Fourth Amended Plan and Disclosure Statement Supplement. On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan")², which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee, and (ii) Supplement to Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No.1640) (the "Disclosure Statement Supplement" and together with the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or supplemented, the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying Dates (III) Conditionally Approving the Debtors' Disclosure Statement Supplement (Docket No. 1638) (the "Supplemental Disclosure Statement Order" and, together with the Initial Disclosure Statement Order and, together with the initial bisclosure Statement Order. the "Disclosure Statement Order"). which. among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence the solicitation of votes to accept or reject the Plan.

 Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8A (General Unsecured Claims), Class 8B (Convenience Class Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date").

5. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on or before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND

and (ii) do not wish to change their vote, do not need to submit a new Ballot. However, any Holder of a Claim that (x) has not submitted a Ballot or (y) has submitted a Ballot bùt now wishes to change its vote, must submit its Ballot so that it is

received by the Voting Agent on or before the Voting Deadline.
6. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge Allowed amount of voting purposes in a different amount (a "Rule 3018(a) Motion") Any Rule 3018(a) Motion must be filed with the Court not later than **5:00 p.m. (Prevailing Central Time) on December 8, 2023.**Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

7. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is January 11, 2024 at 5:00 n.m. (Prevailing Central Time) (the "Objection Deadline"

8. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing (ii) conform to the Bankruptcy Rules and the Bankruptcy Loca Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline

9. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING

Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

NOTICE REGARDING CERTAIN RELEASE **EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN** If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases se forth in the Plan. (iii) vote, or are deemed, to reject the Plan or

are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties); (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to ment, release, or other agreement or document (including any

decree, or order against such Entities on account of or in templated by the Plan or the reliance by any Released Party connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recomment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Disallowed; provided that such persons who have held, hold, or Debtor, or an Estate shall not be precluded from exercising their o and consistent with the terms of the Plan. Subject in all respects to Section 11.1 of the Plan, no entity

or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements related to any act or omission in connection with, relating to, or relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements. the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the

underlying colorable Claim or Cause of Action. SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the conthe adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or Holders of Claims (but not Holders of Existing Common relating to, or in any manner arising from, in whole or in part, Interests in Class 12) that (i) have already submitted a Ballot the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure tion, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents. the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including. but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the

> plaintiffs in the Securities Class Action. (c) any Holder asserting a Section 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity, notwithstanding the inclusion of any of the foregoing within the definition of Released Parties hereunder. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or fil-ing of the Plan (including the Plan Supplement), the Disclosure

Statement, or any Restructuring Transaction, contract, instru-

Plan Supplement) executed to implement the Plan; and (iii) shall

not release or be construed as releasing (a) Harlin Dean, (b) the

on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not setoff arises under a postpetition agreement with the Debtors | limited to, the New Common Interests), or the distribution of or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in sion, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the con-Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from may hold Claims against, or Interests in, a Debtor, a Reorganized an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud rights and remedies, or obtaining the benefits, solely pursuant | shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise

released and exculpated from, any Cause of Action for any claim arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA. the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed trary, as of the Effective Date, pursuant to section 1123(b) of to have, participated in good faith and in compliance with all the Bankruptcy Code, for good and valuable consideration, applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to *Core* Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or

any Claims asserted by Sphere 3D Corp. against a Debtor. SECTION 5.19 CANCELLATION OF LIENS.

creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion requested by any Entity regarding any transaction for legal opinion except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions to the applicable Holders on account of their Allowed Claims and Interests.

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, with out limitation, the preparation and filing of any and all documents ssary to terminate, satisfy, or release any mortgages, deeds of trust. Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders. including, without limitation, UCC-3 termination statements

Relevant Definitions Related to Release and Exculpation <u>Provisions</u>:

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors: (ii) Equity Committee and each of its present and former members, each solely in their capacity as such (and as it relates to former members, solely with regard to the 548 of the Bankruptcy Code or state laws governing fraudulent | time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which

they served on the Creditors' Committee). "Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the nembers of the Equity Committee that are party to the RSA, solely in their capacities as such; (v) the Backstop Parties; (vi) the Creditors' Committee; (vii) the present and former members of the Creditors' Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the Ad Hoc Noteholder Group; (xii) the Consenting Creditors; (xiii) the Exit Lenders; (xiv) the Notes Agent, solely in its capacity as such; (xy) Foundry Digital LLC; (xyi) . Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respect to each of the foregoing Persons in clauses (i) hrough (xvii), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b)

of the Plan shall not be deemed a Released Party thereunder. "Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors: (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan: (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, any such Claims or Interests; (ii) enforcing, attaching, collecting, legal opinion requested by any Entity regarding any transactions or recovering by any manner or means any judgment, award, iton, contract, instrument, document, or other agreement conNotice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject trary in the foregoing, the releases set forth in Section 10.6(b) to such disputes, and (iii) the occurrence of the Effective Date entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract specifically provided in the Plan, no Exculpated Party shall or Unexpired Lease (including any "change of control" provision), have or incur liability for, and each Exculpated Party is hereby transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and Deadlines Set Forth in the Plan, the Plan Supplement, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action. order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such (a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, barred from assertion, and shall not be enforceable against. barred from assertion, and shall not be enforceable against Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released and discharged, notwithstanding anything in the Schedules if any, or a Proof of Claim to the contrary.

LINI ESS AN OR JECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve any amended Plan Supplement on or before January 5, 2024 Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7 11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors corporate headquarters is 210 Barton Springs Road, Suite 300 Austin, Texas 78704. The Debtors' service address is 2407 S Congress Ave. Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement Supplement.

Exhibit D

Muskogee Phoenix Affidavit of Publication

# AFFIDAVIT OF PUBLICATION

County of Muskogee, State of Oklahoma

The Muskogee Phoenix 214 Wall St Muskogee, Ok, 74402 918-684-2858

CASE: R1040079

I, Kristina Hight, of lawful age, being duly sworn upon oath, deposes and says that I am the Classified Advisor of The Muskogee Phoenix, a daily/weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S. § 106, as amended to date, for the City of Muskogee, for the County of Muskogee, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

**PUBLICATIONS: JAN 11, 2024** 

Kristina Hight

Signed and sworn to before me On this 11 day of Jan., 2024.

Julia McWethy, Notary Public My Commission expires: 10-17-2025

Commission # 17009583

(SEAL)

JULIA MCWETHY
Notary Public in and for the
State of Oldehome
Commission #17009583
My Commission expires 10/17/2025

Accnt: 10858

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

§ Chapter 11 CORE SCIENTIFIC, INC., et al., S Case No. 22-90341 (CML)
Debtors¹ S (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE ŠŤATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND
(B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND **UNEXPIRED LEASES; (III) COMBINED HEARING** TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE

STATEMENT AND CONFIRMATION OF PLAN TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341: Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343;

Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

## PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) of Core Scientific, Inc. and its affiliated debtors in the abovecaptioned chapter 11 cases (collectively, the "Debtors"), and thereafter entered an order (the "Initial Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (the "Third Amended Plan").

2. Fourth Amended Plan and Disclosure Statement Supplement. On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan")2, which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee, and (ii) Supplement to Disclosure Statement for Fourth Amended Join Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No.1640) (the "Disclosure Statement Supplement" and together with the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or supplemented, the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order and (II) Conditionally Approving the Debtors' Disclosure Statement Supplement (Docket No. 1638) (the "Supplemental Disclosure Statement Order" and, together with the Initial Disclosure Statement Order, the "Disclosure Statement Order"), which, among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence the solicitation of votes to accept or reject the Plan.

Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January **16, 2024 at 10:00 a.m. (Prevailing Central Time)**, before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8A (General Unsecured Claims), Class 8B (Convenience Class Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9, 2023 (the "Voting Record Date").

5. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto or the "Voting Agent") on or before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE

Holders of Claims (but not Holders of Existing Common Interests in Class 12) that (i) have already submitted a Ballot and (ii) do not wish to change their vote, do not need to submit a new Ballot. However, any Holder of a Claim that (x) has not submitted a Ballot or (y) has submitted a Ballot but now wishes to change its vote, must submit its Ballot so that it is received by the Voting Agent on or before the Voting Deadline.

6. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such tor must file with the Court a motiv n for to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion").

Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

7. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is **January 11, 2024 at 5:00 p.m.** (Prevailing Central Time) (the "Objection Deadline").

8. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline

9. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN. THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

10. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/

NOTICE REGARDING CERTAIN RELEASE,

EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN
If you (i) vote to accept the Plan, (ii) are solicited to vote to accent or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting,

decree, or order against such Entities on account of or in templated by the Plan or the reliance by any Released Party connection with or with respect to any such Claims or Interests; on the Plan or Confirmation Order in lieu of such legal opinion) (iii) creating, perfecting, or enforcing any Lien or encumbrance created or entered into in connection with the Plan, the Plan of any kind against such Entities or the property or the estates Supplement, the Disclosure Statement, the Plan Settlements, of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff the Plan or Confirmation Order, including the issuance or dispursuant to applicable law or otherwise or (y) such right to tribution of securities pursuant to the Plan (including, but not setoff arises under a postpetition agreement with the Debtors or an Executory Contract that has been assumed by the Debtors | property under the Plan, or any other agreement, act or omisas of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released settled and/or treated entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized an act or omission that is judicially determined by a Final Order Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant and consistent with the terms of the Plan. Subject in all respects to Section 11.1 of the Plan, no entity

or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into. or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements. the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, instrument, document, or other agreement contemplated the Exit Facility Documents, the New Warrants Agreement, the by the Plan or the reliance by any Released Party on the Plan Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities nursuant to the Plan (including but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the inderlying colorable Claim or Cause of Action.

SECTION 10.6(a) RELEASES BY THE DEBTORS.

Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, manage ment, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrulegal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases ny Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effec-Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; and (iii) shall not release or be construed as releasing (a) Harlin Dean, (b) the plaintiffs in the Securities Class Action, (c) any Holder asserting

a Section 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity, notwithstanding the inclusion of any of the foregoing within the definition of Released Parties hereunder.
SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND NTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have concluabsolutely, unconditionally, irrevocably, and released, and discharged the Debtors, the Reorganized Debtors. and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action. remedies. and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or fil-Statement, or any Restructuring Transaction, contract, instru-

ment, release, or other agreement or document (including any

legal opinion requested by any Entity regarding any transac-

the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of limited to, the New Common Interests), or the distribution of sion, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any party or Entity under the Plan any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan

**EXCULPATION.** Except as otherwise SECTION 10.7 specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements the General Contracts, any and all agreements relating to M&M Liens, and related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law: and (iii shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omissio that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreemen (including those set forth in the Plan Supplement) executed to mplement the Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to *Core* Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or any Claims asserted by Sphere 3D Corp. against a Debtor.
SECTION 5.19 CANCELLATION OF LIENS.

certificates evidencing debt of the Debtors and Existing Common hallan rests will be ca obligations of the thereunder will be discharged and of no further force or effect, and to make any further distributions to the applicable Holders or

account of their Allowed Claims and Interests. (b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish and/or evidence the release of any and all mortgages, deeds of trust. Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust. Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders

including, without limitation, UCC-3 termination statements Relevant Definitions Related to Release and Exculpation

Provisions: "Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) Equity Committee and each of its present and former members, each solely in their capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which

they served on the Creditors' Committee). "Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its tive Date obligations of any party or Entity under the Plan, the current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds management companies, fund advisors, investment bankers consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the nembers of the Equity Committee that are party to the RSA solely in their capacities as such: (v) the Backstop Parties: (vi) the Creditors' Committee; (vii) the present and former mem bers of the Creditors' Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the Ad Hoc Noteholder Group (xii) the Consenting Creditors; (xiii) the Exit Lenders; (xiv) the Notes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B. Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respect to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties. Notwithstanding the foregoing any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties (v) the Holders of all Claims or Interests that vote to accept the Plan vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan: (vii) the Holders of all Claims or Interests that vote or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to op ing of the Plan (including the Plan Supplement), the Disclosure out of granting the releases set forth in the Plan but did not opt out.

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN. INCLUDING THE RELEASE. EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR or recovering by any manner or means any judgment, award, I tion, contract, instrument, document, or other agreement con- RIGHTS MIGHT BE AFFECTED.

## Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors

and Related Procedures 1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision) then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract of Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such horter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executor Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease: or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executor Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such (a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, barred from assertion, and shall not be enforceable against as applicable, the Debtors, the Estates, the Reorganized or n foreaoina n need for any objection by the Debtors or the Reorganized except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released and discharged, notwithstanding anything in the Schedules if any, or a Proof of Claim to the contrary.

> UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Supplement. The Debtors will file and serve an amended Plan Supplement on or before January 5, 2024. Notice of Procedures with Respect to Reinstated Claims

 Please take notice that, in accordance with Article IV of the lan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 set ting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims, Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in ar amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY

NOT BE CONSIDERED BY THE BANKRUPTCY COURT. **QUESTIONS:** If you have questions about this Combined Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Scientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677) RADAR LLC (5106); American Property Acquisitions I, LLC (9717) and American Property Acquisitions, VII, LLC (3198). The Debtors corporate headquarters is 210 Barton Springs Road, Suite 300 Austin, Texas 78704. The Debtors' service address is 2407 S Congress Ave. Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement Supplement

# **Exhibit E**

Odessa American Affidavit of Publication



# **Affidavit of Publication**

## MILLER ADVERTISING AGENCY

R1040078

## THE STATE OF TEXAS COUNTY OF ECTOR

Before me, the undersigned, a Notary Public in and for said County, State of Texas, on this day personally appeared **CATHY LONG** to me well known, and who, after being by me duly sworn and says that she is the LEGAL CLERK of the ODESSA AMERICAN, a newspaper published in Ector County, Texas AND electronically on www.oaoa.com; that a copy of the within and foregoing LEGAL NOTICE was published in said newspaper 1 time(s) and the publication dates being as follows, to wit:

On the10th	day of	January	_2024
On the	day of		_2024
On the	day of		2024
On the	_day of		2024
On the	_day of	l <del></del>	2024

And a newspaper copy of which is hereto attached.

Sworn to and subscribed before me this the

day of

My Commission expires: 4-12-2026

Notary Public in and for Ector County,

Section 1. Control 1.

Inforceses, aciding or hereinather arising, in law, early, or entirely and the foreigning Persons in clause. (I) Exchange State 100, Prince, Prin

enclosed voting instructions have the meanings in the Plan, attached as Exhibit A to the Disc

IN THE UNITED STATES BANKRUPTCY COURT CORE SCIENTIFIC, INC., et al., S Case No. 22-90341 (CML)
Debtors' (Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN: AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341: Core Scientific Acquired Mining LC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a part, the Chapter 11 Cases, the Debtors, the governance, avoidable transfers or conveyances), willful misconduct, hearing (the "Conditional Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Debtors, the purchase, sale or rescission of any security of the Date obligations of any party or Entity under the Plan, any by law, to the extent any provision in any Executory Contract Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. avoidance of doubt, all claims and Causes of Action asserted agreement (including those set forth in the Plan Supplement) 1439) of Core Scientific, Inc. and its affiliated debtors in the abovecaptioned chapter 11 cases (collectively, the "Debtors"), and the Convertible Notes Agreements, the Miner Equipment thereafter entered an order (the "Initial Disclosure Statement" Lender Agreements, the Mortgage Agreements, the General Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes any and all related agreements, instruments, and/or other released and exculpated from, any Cause of Action for any to accept the *Third Amended Joint Chapter 11 Plan of Core* documents, the formulation, preparation, dissemination, claim related to any act or omission in connection with, *Scientific, Inc. and Its Affiliated Debtors,* filed on November 16, solicitation, negotiation, entry into, or filing of the Plan relating to, or arising out, in whole or in part, from the Petition

Supplement to Disclosure Statement for Fourth Amended Joint (II) Conditionally Approving the Debtors' Disclosure Statement and consummation of the Plan, the administration and entered into in connection with the Plan, the Plan Supplement, Supplement (Docket No. 1638) (the "Supplemental Disclosure implementation of the Plan or Confirmation Order, including the Disclosure Statement, the Plan Settlements, the New

Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August or reject the Plan as of **November 9, 2023** (the "**Voting Record** 

completed Ballot according to and as set forth in detail in the

Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority any and all agreements relating to M&M Liens, the formulation, Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan linto, or filing of the Plan (including the Plan Supplement), the and will not receive a Ballot. If any creditor seeks to challenge Disclosure Statement, or any Restructuring Transaction, Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the quidelines provided Settlements, the New Secured Convertible Notes Documents, in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed Obligations Documents, the GUC Contingent Payment

the Disclosure Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

8. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or Order, including the issuance or distribution of securities final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (y) by law; (ii) shall not be construed as (a) releasing any Released be filed with the Bankruptcy Court (with proof of service) via ECF Party from Claims or Causes of Action arising from an act or Provisions: or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline.

9. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT or otherwise avoidable transfers or conveyances), willful to the time period for which they served on the Equity Committee): FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN misconduct, or gross negligence, (b) releasing any Released and (iii) the Creditors' Committee and each of its present and THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING Party from Claims or Causes of Action held by the Debtors former members, each solely in its capacity as such (and as it TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY

to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other or any document, instrument, or agreement (including those solicitation materials should contact Stretto through (i) e-mail set forth in the Plan Supplement) executed to implement the at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 Corp., in its individual capacity, notwithstanding the inclusion members, employees, agents, fiduciaries, trustees, advisory outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https:// dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcvcourt. Note that a PACER password and login are needed to acces

password can be obtained at: https://pacer.uscourts.gov/.
NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any solicitation, negotiation, entry into, or filing of the Plan kind on account of or in connection with or with respect to any (including the Plan Supplement), the Disclosure Statement, or such Claims or Interests; (ii) enforcing, attaching, collecting, any Restructuring Transaction, contract, instrument, release, or recovering by any manner or means any judgment, award, or other agreement or document (including any legal opinion

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement.

On Cause of Action of any kind against any Released Party or of Action arising under sections 544 or 548 of the Bankruptcy management, transactions, ownership, or operation of the or gross negligence, or (b) releasing any post-Effective or assertable in the Securities Class Action), the DIP Facility, executed to implement the Plan the Disclosure Statement, the Plan Settlements, the New other documents, the formulation, preparation, dissemination,

any derivative claims, asserted or assertable on behalf of the Agreements, the Mortgage Agreements, the General Contracts, preparation, dissemination, solicitation, negotiation, entry Plan, the Plan Supplement, the Disclosure Statement, the Plan | account of their Allowed Claims and Interests. Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation pursuant to the Plan (including, but not limited to, the New Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these Debtor releases any arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any 10. Additional Information. Any party in interest wishing post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, Plan: and (iii) shall not release or be construed as releasing (a) Harlin Dean, (b) the plaintiffs in the Securities Class Action, (c)

any Holder asserting a Section 510(b) Claim, or (d) Sphere 3D former equity holders, officers, directors, managers, principals, consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation documents on the Bankruptcy Court's website. A PACER Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising any Person that opts out of the releases set forth in section 10.6(b) from, in whole or in part, any act or omission, transaction, of the Plan shall not be deemed a Released Party thereunder. agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes Entities that have held, hold, or may hold Claims or Interests of Action based on or relating to, or in any manner arising that have been released pursuant to Section 10.6(a) or Section from, in whole or in part, the Chapter 11 Cases, the Debtors, any security of the Debtors or the Reorganized Debtors (which Action asserted or assertable in the Securities Class Action), the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination,

decree, or order against such Entities on account of or in requested by any Entity regarding any transaction, contract, connection with or with respect to any such Claims or Interests; instrument, document, or other agreement contemplated by RIGHTS MIGHT BE AFFECTED.

(iii) creating, perfecting, or enforcing any Lien or encumbrance the Plan or the reliance by any Released Party on the Plan or FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION In re:

§ Chapter 11

[In re: S Chapter 11]

[In re: S Chapter 11] respect to any such Claims or Interests; (iv) asserting any the Disclosure Statement, the Plan Settlements, the New right of setoff, subrogation, or recoupment of any kind against Secured Convertible Notes Documents, the New Secured that such entity asserts, has, or intends to preserve any right the RSA, the Chapter 11 Cases, the pursuit of confirmation of setoff pursuant to applicable law or otherwise or (y) such and consummation of the Plan, the administration and right to setoff arises under a postpetition agreement with the implementation of the Plan or Confirmation Order, including Debtors or an Executory Contract that has been assumed by the issuance or distribution of securities pursuant to the Plan the Debtors as of the Effective Date; and (v) commencing or (including, but not limited to, the New Common Interests), continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to agreement, act or omission, transaction, event, or other any such Claims or Interests released, settled, and/or treated, occurrence taking place on or before the Effective Date. entitled to a distribution, or cancelled pursuant to the Plan or Notwithstanding anything to the contrary in the foregoing, the otherwise Disallowed; provided that such persons who have releases set forth in Section 10.6(b) of the Plan (i) shall only be held, hold, or may hold Claims against, or Interests in, a Debtor, applicable to the maximum extent permitted by law; and (ii)

**EXCULPATION.** Except as otherwise SECTION 10.7 specifically provided in the Plan, no Exculpated Party shall 2023 (Docket No. 1438) (the "Third Amended Plan").

2. Fourth Amended Plan and Disclosure Statement, or Supplement. On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and requested by any Entity regarding any transaction, contract, requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors of the Debtors or the Reorganized requested by any Entity regarding any transaction, contract, received the Debtors or the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Core Scientific, Inc. and received the Chapter 11 Plan of Its Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or by the Plan or the reliance by any Released Party on the Plan the Miner Equipment Lender Agreements, the Mortgage Leases to be assumed, assumed and assigned, or rejected supplemented, the "Plan")<sup>2</sup>, which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee, and (ii) entered into in connection with the Plan, the Plan Supplement, relating to M&M Liens, and related agreements, instruments, or Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors. Secured Convertible Notes Documents, the New Secured solicitation, negotiation, entry into, or filing of the Plan (Docket No.1640) (the "Disclosure Statement Supplement")

Notes Documents, the Contingent Payment Obligations or and together with the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Sheet, the New Miner Equipment Lender Debt Documents, or other agreement or document (including any legal opinion) Debtors, Docket No. 1439, as may be modified, amended, or supplemented, the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order and the RSA, the Chapter 11 Cases, the pursuit of confirmation Order in lieu of such Lecturity Bell Contract or Unexpired Lease to the proposed assumption, which is the RSA the Chapter 11 Cases, the pursuit of confirmation Order in lieu of such Lecturity Bell Contract or Unexpired Lease to the proposed assumption, which is the RSA the Chapter 11 Cases, the pursuit of confirmation Order in lieu of such Lecturity Bell Contract or Unexpired Lease to the proposed assumption, which is the RSA the Chapter 11 Cases, the pursuit of confirmation Order in lieu of such Lecturity Bell Contract or Unexpired Lease to the proposed assumption assumption order in lieu of such Lecturity Bell Contract or Unexpired Lease to the proposed assumption or Confirmation Order in lieu of such Lecturity Bell Contract or Unexpired Lease to the proposed assumption assumption assumption and assignment, or related Cure Amount must Statement Order and, together with the Initial Disclosure Statement Order, the "Disclosure Statement Order"), which, (including, but not limited to, the New Common Interests), or the Statement Order. the solicitation of votes to accept or reject the Plan.

3. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Looez. United States Bankruptors. among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence act or omission, transaction, event, or other occurrence taking Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents, Lease (other than a dispute pertaining to a Surgician Sheet, the New Miner Equipment Lender Debt Documents). negligence against a Released Party or Exculpated Party and and consummation of the Plan, the administration and (ii) specifically authorizing such Entity or Person to bring such implementation of the Plan or Confirmation Order, including Claim or Cause of Action against any such Released Party or the issuance or distribution of securities pursuant to the Plan Exculpated Party. The Bankruptcy Court shall have sole and (including, but not limited to, the New Common Interests), or Court or the Debtors, with the consent of the Requisite Consenting
Creditors, without further notice other than by a Bankruptcy Court
announcement providing for such adjournment or continuation

and as provided for in Section 11.1 of the Plan, shall have
an act or omission that is judicially determined in a Final Order jurisdiction to adjudicate the underlying colorable Claim or Cause of Action. to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall SECTION 10.6(a) RELEASES BY THE DEBTORS. be entitled to reasonably rely upon the advice of counsel with Notwithstanding anything contained in the Plan to the respect to their duties and responsibilities. The Exculpated Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 5 (M&M Lien Secured Claims), 1123(b) of the Bankruptcy Code, for good and valuable to have, participated in good faith and in compliance with all Debtor under such contract or lease or a change, if any, in the Class 6 (Secured Mortgage Claims), Class 8A (General Unsecured Claims), Class 8A (General Unsecured Consideration, the adequacy of which is hereby confirmed, claims), Class 8B (Convenience Class Claims), Claims 8B (Convenience Claims), Claims 8B (Convenien 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept implement the Plan, except as otherwise provided in the Plan time for the violation of any applicable law, rule, or regulation under such Executory Contract or Unexpired Lease; or (iv) create or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, the Plan or such distributions made pursuant to the Plan. 5. **Voting Deadline.** If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) the Debtors, the Reorganized Debtors, and the Estates from long the Ballot, and (iii) events and (iii) events and the plan ( information on the Ballot; and (iii) execute and return your of Action, remedies, and liabilities whatsoever, including shall not be construed as (a) exculpating any Exculpated Party from Claims or Causes of Action arising from an act or omission voting instructions on your Ballot so that it is actually received by the Debtors, whether known or unknown, foreseen or unforeseen, that is judicially determined by a Final Order to have constituted and enjoined from objecting to the proposed assumption or to the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" existing or hereinafter arising, in law, equity, or otherwise, that or the "Voting Agent") on or before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf with YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND of the Holder of any Claim or Interest or other Person, based transfers or conveyances), willful misconduct, or gross OUR VOTE.

On or relating to, or in any manner arising from, in whole or holders of Claims (but not Holders of Existing Common in part, the Chapter 11 Cases, the Debtors, the governance, of any party or Entity under the Plan, any Restructuring provided by an order of the Bankruptcy Court, Proofs of Claims Interests in Class 12) that (i) have already submitted a Ballot management, transactions, ownership, or operation of the and (ii) do not wish to change their vote, do not need to submit Debtors, the purchase, sale or rescission of any security of the (including those set forth in the Plan Supplement) executed to beltors or the Reorganized Debtors (which includes, for the implement the Plan, or (c) exculpating Sphere 3D Corp., in its submitted a Ballot or (y) has submitted a Ballot but now wishes to change its vote, must submit its Ballot so that it is assertable in the Securities Class Action), the DIP Facility, the Causes of Action assertable in, arising from, or relating to Core Convertible Notes Agreements, the Miner Equipment Lender Scientific Inc. et al. U. Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to Core Convertible Notes Agreements, the Miner Equipment Lender Scientific Inc. et al. U. Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to Core. Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or any Claims asserted by Sphere 3D Corp. against a Debtor.

SECTION 5.19 CANCELLATION OF LIENS. the Allowed amount of its Claim for voting purposes, such contract, instrument, release, or other agreement or document creditor must file with the Court a motion for an order pursuant including any legal opinion requested by any Entity regarding i to Bankruptcy Rule 3018(a) temporarily allowing such Claim for any transaction, contract, instrument, document, or other thereunder will be discharged and of no further force or effect, voting purposes in a different amount (a "Rule 3018(a) Motion"). agreement contemplated by the Plan or the reliance by any except for the purpose of allowing the applicable agents and Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the and to make any further distributions to the applicable Holders on

(b) After the Effective Date and following (i) the distributions the New Secured Notes Documents, the Contingent Payment to Holders on account of Allowed Convertible Notes Secured Obligations Documents, the GUC Contingent Payment Claims and Allowed Miner Equipment Lender Secured Claims UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN Obligations Term Sheet, the New Miner Equipment Lender Claims, and offerent amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

7. Objections to Confirmation. The deadline to object Warrants Agreement, the Rights Offering, the Backstop or respond to confirmation of the Plan or final approval of Committee Letter, the Initial DIP Loan Documents, the DIP their sole discretion, take any action necessary to terminate, and/or (ii) with regard to Allowed M&M Lien Secured Claims, and ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT and/or (ii) with regard to Allowed M&M Lien Secured Claims, and/or (iii) with regard to Allowed M&M Lien Secured Claims, and/or (iii) with r cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of Common Interests), or the distribution of property under the any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims Miner Equipment Lender Secured Claims, the Notes Agent, and/ or Convertible Noteholders, including, without limitation, UCC-3 ermination statements.

Relevant Definitions Related to Release and Exculpation

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) Equity Committee and each Claims or Causes of Action arising under sections 544 or 548 of its present and former members, each solely in their capacity of the Bankruptcy Code or state laws governing fraudulent as such (and as it relates to former members, solely with regard relates to former members, solely with regard to the time period for which they served on the Creditors' Committee).

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and of any of the foregoing within the definition of Released Parties board members, financial advisors, partners, limited partners, hereunder. board members, financial advisors, partners, limited partners, hereunder. SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND or funds, management companies, fund advisors, investment INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such: (v) the Backstop Parties: (vi) the Creditors' Committee; (vii) the present and former members of the Creditors' Committee, solely in their capacities as such; (viii) the Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the Ad Hoc Noteholder Group; (xii) the Consenting Creditors; (xiii) the Exit Lenders; (xiv) the Notes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B. Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respect to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties. Notwithstanding the foregoing,

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released 10.6(b) of the Plan, shall be discharged pursuant to Section the governance, management, transactions, ownership, or Parties; (v) the Holders of all Claims or Interests that vote to 10.3 of the Plan, or are subject to exculpation pursuant to operation of the Debtors, the purchase, sale or rescission of accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote includes, for the avoidance of doubt, all claims and Causes of leither to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (vii) the Holders of all Claims of the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, presumed to accept the Plan but do not opt out of granting the

releases set forth in the Plan; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but  $\operatorname{did}$  not opt out. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE

# Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

 Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and any obligation due from such Entities or against the property
Notes Documents, the Contingent Payment Obligations |
Subject to the occurrence of the Effective Date and the payment of such Entities on account of or in connection with or with |
Documents, the GUC Contingent Payment Obligations Term |
Of any applicable Cure Amount, and subject to section 8.5 of the of any applicable Cure Amount, and subject to section 8.5 of the respect to any such Claims or Interests unless (x) such Entity

Sheet, the New Miner Equipment Lender Debt Documents, Plan, all Executory Contracts and Unexpired Leases to which has timely asserted such setoff right either in a Filed Proof of the Exit Facility Documents, the New Warrants Agreement, the Claim, or in another document Filed with the Bankruptcy Court Rights Offering, the Backstop Commitment Letter, the Initial such contract or lease (i) was previously assumed or rejected by explicitly preserving such setoff or that otherwise indicates DIP Loan Documents, the DIP Facility, the Terminated RSA, the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the lan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired eases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, Claims or Causes of Action arising from an act or omission that solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1 of the Plan, no Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or

> 2. The Plan provides that to the maximum extent permitted or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or eemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors

assumption and assignment, or applicable law.

reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or

4. Section 8.2 of the Plan further provides that any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executor Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to ssumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, shall forever be barred Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the

lan. with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory Contract

or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such (a) Except as otherwise specifically provided in the Plan, other order of the Bankruptcy Court, as applicable, forever including sections 4.4 and 4.6 of the Plan, all notes, instruments, barred from assertion, and shall not be enforceable against, need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released. and discharged, notwithstanding anything in the Schedules,

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the an and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan all Other Secured Claims in Class 4 shall be Reinstated Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan. (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class setting forth the proposed Cure Amount (if any) necessary Reinstate such Claims. Any objection by a Holder of an Othe Secured Claim in Class 4 to the proposed Cure Amount must be iled, served, and actually received by the Debtors within fourteen 14) days of the service of the notice of proposed Cure Amount r such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the leinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied. 3. Section 7.11 of the Plan further provides that to the extent

there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors r the Reorganized Debtors, as applicable, reserve Cash in ar amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized ebtors, as the case may be

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined learing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific nc. (3837); Core Scientific Acquired Mining LLC (6074); Core cientific Operating Company (5526); Radar Relay, Inc. (0496) Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717) and American Property Acquisitions, VII, LLC (3198). The Debtors corporate headquarters is 210 Barton Springs Road, Suite 300 Austin, Texas 78704. The Debtors' service address is 2407 S Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein or in the nclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement

# Exhibit F Pecos Enterprise Affidavit of Publication

STATE OF TEXAS	
COUNTY OF <b>REEVES</b>	
Before me, the u	indersigned authority, on this day personally
appeared CHRISTINA BITC (Name)	OLAS , the ADVERTISING MNGR of the (Title)
PECOS ENTERPRISE (Name of Newspaper)	, a newspaper having general circulation in
REEVES	County, Texas who being by me duly sworn,
deposes and says that the for	egoing attached notice was published in said
newspaper on the following da	ate(s), to wit: <b>JANUARY 11, 2024</b>
	Christina Bitolas
Subscribed and sworn to befo	re me this the15 day ofJANUARY_, 2024,
to certify which witness my ha	nd and seal of office.
LAURA A. MALDONADO My Notary ID # 128517023 Expires January 31, 2027	Rotary Public in and for
	REEVES County, Texas.

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION Chapter 11

In re: CORE SCIENTIFIC, INC., et al., § Debtors¹ § (Jointly Administered) NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN: AND (IV) **ESTABLISHING NOTICE AND OBJECTION PROCEDURES** FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND **CONFIRMATION OF PLAN** 

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF:

Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

PLEASE TAKE NOTICE OF THE FOLLOWING:

1 Conditional Approval of Disclosure Statement On November 14 2023 the United States Bankruptcy Court for the Southern District of Texas the "Bankruptcy Court") held a hearing (the "Conditional Disclosure whole or in part, the Chapter 11 Cases, the Debtors, the governance, Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "**Debtors**"), and thereafter entered an order (the "Initial Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among other things, authorizes the Debtors to solicit votes | Contracts, any and all agreements relating to M&M Liens, and any and | to accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (the

2. Fourth Amended Plan and Disclosure Statement Supplement. On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint release, or other agreement or document (including any legal opinion Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan")2, which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee. and (ii) Supplement to Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, (Docket | New Secured Convertible Notes Documents, the New Secured Notes | or any Restructuring Transaction, contract, instrument, release, or other No.1640) (the "Disclosure Statement Supplement", and together with Documents, the Contingent Payment Obligations Documents, the GUC the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Contingent Payment Obligations Term Sheet, the New Miner Equipment | Entity regarding any transaction, contract, instrument, document, or other Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or supplemented, the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying | Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, Dates and Deadlines Set Forth in the Disclosure Statement Order and (II) Conditionally Approving the Debtors' Disclosure Statement Supplement of the Plan, the administration and implementation of the Plan or (Docket No. 1638) (the "Supplemental Disclosure Statement Order" Statement Order"), which, among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence the solicitation of votes to accept or reject the Plan.

3. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy or Exculpated Party and (ii) specifically authorizing such Entity or Person Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or to bring such Claim or Cause of Action against any such Released Party continued from time to time by the Bankruptcy Court or the Debtors, with the or Exculpated Party. The Bankruptcy Court shall have sole and exclusive consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8A General Unsecured Claims), Class 8B (Convenience Class Claims), Class 11 Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9. 2023 (the "Voting Record Date")

5. **Voting Deadline.** If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions discharged by the Debtors, the Reorganized Debtors, and the Estates carefully; (ii) complete all of the required information on the Ballot; and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation and voting agent, Stretto, Inc. ("Stretto" or the or unknown, foreseen or unforeseen, existing or hereinafter arising, in 'Voting Agent") on or before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY

Holders of Claims (but not Holders of Existing Common Interests in Class 12) that (i) have already submitted a Ballot and (ii) do not wish to change their vote, do not need to submit a new Ballot. However, or operation of the Debtors, the purchase, sale or rescission of any any Holder of a Claim that (x) has not submitted a Ballot or (y) has submitted a Ballot but now wishes to change its vote, must submit its Ballot so that it is received by the Voting Agent on or before the Voting

DISQUALIFY YOUR BALLOT AND YOUR VOTE.

6. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) the Plan or Confirmation Order in lieu of such legal opinion) created on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, or entered into in connection with the Plan, the Plan Supplement, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to Convertible Notes Documents, the New Secured Notes Documents, the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan.

7. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Objection" Deadline")

and responses, if any, to confirmation of the Plan or final approval of the Plan (including, but not limited to, the New Common Interests), or Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy the distribution of property under the Plan, or any other agreement, act Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 shall not exempt from the scope of these Debtor releases any Claims or Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be

actually received no later than the Objection Deadline. 9. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING

10. **Additional Information**. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure those set forth in the Plan Supplement) executed to implement the Plan; Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan ree of charge at https://dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https:// www.txs.uscourts.gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN** 

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided below:

SECTION 10.5 <u>INJUNCTION</u>. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to the purchase, sale or rescission of any security of the Debtors or the Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from claims and Causes of Action asserted or assertable in the Securities taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching, collecting, or recovering by any release, or other agreement or document (including any legal opinion manner or means any judgment, award, decree, or order against such

Entities on account of or in connection with or with respect to any such | requested by any Entity regarding any transaction, contract, instrument, subrogation, or recoupment of any kind against any obligation due from connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, Disallowed; provided that such persons who have held, hold, or may Estate shall not be precluded from exercising their rights and remedies. or obtaining the benefits, solely pursuant to and consistent with the terms

Subject in all respects to Section 11.1 of the Plan, no entity or person may commence or pursue a Claim or Cause of Action of any kind against Released Party or Exculpated Party that arose or arises from, in management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the the Chapter 11 Cases, the pursuit of confirmation and consummation Confirmation Order, including the issuance or distribution of securities and, together with the Initial Disclosure Statement Order, the "Disclosure | pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence the Rights Offering, the Backstop Commitment Letter, the Initial DIP taking place on or before the Effective Date related or relating to the Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the foregoing without the Bankruptcy Court (i) first determining, after notice willful misconduct, fraud or gross negligence against a Released Party iurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the underlying

colorable Claim or Cause of Action. SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known law, equity, or otherwise, that the Debtors, the Reorganized Debtors, the or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the any transaction, contract, instrument, document, or other agreement the Disclosure Statement, the Plan Settlements, the New Secured the Contingent Payment Obligations Documents, the GUC Contingent Documents, the Exit Facility Documents, the New Warrants Agreement, Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation 8. Form and Manner of Objections to Confirmation. Objections Order, including the issuance or distribution of securities pursuant to or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including and (iii) shall not release or be construed as releasing (a) Harlin Dean, (b) the plaintiffs in the Securities Class Action, (c) any Holder asserting a Section 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity,

notwithstanding the inclusion of any of the foregoing within the definition of Released Parties hereunder. RELEASES BY HOLDERS OF CLAIMS AND SECTION 10.6(b) **INTERESTS.** Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration. the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, Reorganized Debtors (which includes, for the avoidance of doubt, all Class Action), the DIP Facility, the Convertible Notes Agreements, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure

Statement, or any Restructuring Transaction, contract, instrument,

Claims or Interests; (iii) creating, perfecting, or enforcing any Lien document, or other agreement contemplated by the Plan or the reliance or encumbrance of any kind against such Entities or the property or by any Released Party on the Plan or Confirmation Order in lieu of such the estates of such Entities on account of or in connection with or with legal opinion) created or entered into in connection with the Plan, the New Secured Convertible Notes Documents, the New Secured Notes such Entities or against the property of such Entities on account of or in Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, entity asserts, has, or intends to preserve any right of setoff pursuant the Chapter 11 Cases, the pursuit of confirmation and consummation to applicable law or otherwise or (y) such right to setoff arises under a of the Plan, the administration and implementation of the Plan or agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything entitled to a distribution, or cancelled pursuant to the Plan or otherwise to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an | by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is party releases any Claims or Causes of Action arising under sections its assumption or assumption and assignment, or applicable law. 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of pursuant to the Plan restricts or prevents, or purports to restrict or prevent any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

in the Plan, no Exculpated Party shall have or incur liability for, and each terminate such Executory Contract or Unexpired Lease or to exercise any relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements. related agreements, instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, agreement or document (including any legal opinion requested by any agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, Chapter 11 Cases, the pursuit of confirmation and consummation of the action, order, or approval of the Bankruptcy Court. Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action arising from an act or omission that is judicially determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of participated in good faith and in compliance with all applicable laws with the Plan and, therefore, are not, and on account of such distributions shall regulation governing the solicitation of acceptances or rejections of the Exculpated Party from Claims or Causes of Action arising from an act or 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or Estates, or their Affiliates would have been legally entitled to assert in otherwise avoidable transfers or conveyances), willful misconduct, or their own right (whether individually or collectively) or on behalf of the gross negligence, (b) exculpating any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to Core (In re Core Scientific, et al.), Adv. Proc. 23-03252 or any Claims asserted by Sphere 3D Corp. against a Debtor.

(a) Except as otherwise specifically provided in the Plan, including sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of Plan Supplement), the Disclosure Statement, or any Restructuring | the Debtors and Existing Common Interests will be cancelled and obligations to challenge the Allowed amount of its Claim for voting purposes, such Transaction, contract, instrument, release, or other agreement or of the Debtors thereunder will be discharged and of no further force or notice to, or action, order, or approval of the Bankruptcy Court or any creditor must file with the Court a motion for an order pursuant to Bankruptcy | document (including any legal opinion requested by any Entity regarding | effect, except for the purpose of allowing the applicable agents and trustees | other Entity, and any Claim arising out of the rejection of the Executory to receive distributions from the Debtors under the Plan and to make any | Contract or Unexpired Lease shall be deemed fully satisfied, released different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must contemplated by the Plan or the reliance by any Released Party on further distributions to the applicable Holders on account of their Allowed

Claims and Interests (b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M | CONSIDERED BY THE BANKRUPTCY COURT. Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Payment Obligations Term Sheet, the New Miner Equipment Lender Debt | Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held 7.11 of the Plan, (ii) resolution of any disputes in accordance with section by the Holders of the M&M Lien Secured Claims. Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including,

without limitation, UCC-3 termination statements. Relevant Definitions Related to Release and Exculpation Provisions: "Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) Equity Committee and each of its present and former members, each solely in their capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Creditors' Committee).

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, nanagement companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such; (v) the Backstop Parties; (vi) the Creditors' Committee; (vii) the present and former members of the Creditors' Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the Ad Hoc Noteholder Group; (xii) the Consenting Creditors: (xiii) the Exit Lenders: (xiv) the Notes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B. Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respect to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of all Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; and (viii) the Holders of all Claims Miner Equipment Lender Agreements, the Mortgage Agreements, the and Interests and all Other Beneficial Owners that were given notice of the General Contracts, any and all agreements relating to M&M Liens, the opportunity to opt out of granting the releases set forth in the Plan but did not opt out

> YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Notice of Assumption and Rejection of Executory **Contracts and Unexpired Leases of Debtors and Related Procedures** 

sections 365 and 1123 of the Bankruptcy Code, as of and subject to the respect to any such Claims or Interests; (iv) asserting any right of setoff, | Plan Supplement, the Disclosure Statement, the Plan Settlements, the | occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract or lease (i) was previously assumed or rejected by the Debtors, pursuant to Final Order of the Bankruptcy Court, (ii previously expired or terminated pursuant to its own terms or by agreemen Debtors on or before the Confirmation Date, or (iv) is specifically designated postpetition agreement with the Debtors or an Executory Contract | Confirmation Order, including the issuance or distribution of securities | Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the pursuant to the Plan (including, but not limited to, the New Common | Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Interests), or the distribution of property under the Plan, or any other Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or judicially determined by a Final Order to have constituted actual fraud | assignee in accordance with its terms, except as modified by any provision (provided that actual fraud shall not exempt from the scope of these third- of the Plan, any order of the Bankruptcy Court authorizing and providing for

> 2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed Contract or Unexpired Lease (including any "change of control" provision) then such provision shall be deemed modified such that the transactions SECTION 10.7 EXCULPATION. Except as otherwise specifically provided contemplated by the Plan shall not entitle the non-Debtor party thereto to other default-related rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts Statement, or any Restructuring Transaction, contract, instrument, the purchase, sale or rescission of any security of the Debtors or the or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign the Miner Equipment Lender Agreements, the Mortgage Agreements, the or reject the contract or lease in connection with the Plan and, where General Contracts, any and all agreements relating to M&M Liens, and applicable, setting forth the proposed Cure Amount (if any), If a counterparty to any Executory Contract or Unexpired Lease that the Debtors of Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executor Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0). Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective: provided that the Debtors or the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any

4. Section 8.2 of the Plan further provides that-any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any counsel with respect to their duties and responsibilities. The Exculpated | direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise regard to the solicitation and distribution of, consideration pursuant to alter any obligations or liabilities of any Debtor or any Reorganized Debtor as applicable, under such Executory Contract or Unexpired Lease; or (iv not be, liable at any time for the violation of any applicable law, rule, or | create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to Plan or such distributions made pursuant to the Plan. Notwithstanding | not apply to the assumption of such Executory Contract or Unexpired Lease anything to the contrary in the foregoing, the exculpations set forth in pursuant to the Plan and counterparties to assumed Executory Contracts Section 10.7 of the Plan (i) shall only be applicable to the maximum extent or Unexpired Leases that fail to object to the proposed assumption in permitted by law; and (ii) shall not be construed as (a) exculpating any accordance with the terms set forth in Section 8.2(a) of the Plan, shall foreve be barred and enjoined from objecting to the proposed assumption or to the omission that is judicially determined by a Final Order to have constituted | validity of such assumption (including with respect to any Cure Amounts actual fraud (provided that actual fraud shall not exempt from the scope of or the provision of adequate assurance of future performance), or taking these exculpations any Claims or Causes of Action arising under sections | actions prohibited by the foregoing or the Bankruptcy Code on account of

transactions contemplated by the Plan. 5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. | the rejection of an Executory Contract or Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable forever barred from assertion, and shall not be enforceable against as applicable, the Debtors, the Estates, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further and discharged, notwithstanding anything in the Schedules, if any, or a

> UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE

Proof of Claim to the contrary.

6. Plan Supplement. The Debtors will file and serve any amended Plan

Supplement on or before January 5, 2024. Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors

or Reorganized Debtors, as the case may be UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Combined Hearing Notice olease contact Stretto through (i) e-mail at CoreScientificInquiries@stretto com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/c Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526) Radar Relay, Inc. (0496): Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC (5106); American Property Acquisitions I, LLC (9717) and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704 The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin Texas 78704

All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement Supplement

CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND

# **Exhibit G**The Lake News Affidavit of Publication

Case 22-90341 Document 1732 Filed in TXSB on 01/15/24 Page 25 of 32

# The Lake News

153 E. Fifth Avenue, Calvert City, Kentucky 42029 • (270) 395-5858 • e-mail news@thelakenews.com

Date: January 10, 2024

The legal notice or ad titled Core Scientific, Inc Chapter 11 (ase#22-9034/(cm))

Was published in the January 10, 2024

issue of The Lake News.

Sincerely,

Loyd W. Ford Editor and Publisher The Lake News

State of <u>Hentucky</u> County of <u>Marshall</u> Sworn before me on the day of <u>01-10-2024</u>

My commission expires 02-20-2026

Signature Notary Rublic

KYNP 44614 Teresa J. Ford

Notary Public, ID No. State at Large, Kentucky My Commission Expires on 2-20-26

# CLASSIFIED

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION In re: CORE SCIENTIFIC, INC., et al., § Debtors¹ § Chapter 11 Case No. 22-90341 (CML) (Jointly Administered)

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND **VOTING PROCEDURES AND (B) NOTICE PROCEDURES** FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF **DISCLOSURE STATEMENT AND CONFIRMATION OF** PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

## PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Conditional Approval of Disclosure Statement. On November 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional" Disclosure Statement Hearing") at which it conditionally approved Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1439) of Core Scientific, Inc. and its affiliated debtors in the above-captioned chapter 11 cases (collectively, the "Debtors") and thereafter entered an order (the "Initial Disclosure Statement Order") with respect thereto. The Disclosure Statement Order, among Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. 1438) (the "Third Amended Plan").

2. Fourth Amended Plan and Disclosure Statement Supplement On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan")2, which modified the Third Amended Plan to reflect a settlement with the Creditors Committee, and (ii) Supplement to Disclosure Statement for Fourth Debtors, (Docket No.1640) (the "Disclosure Statement Supplement" and together with the *Disclosure Statement for Third Amended Join* Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or supplemented the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order and (II) Conditionally Approving the Debtors' Disclosure Statement Supplement (Docket No. 1638) (the "Supplemental Disclosure Statement Order" and, together with the Initial Disclosure Statement Order, the "Disclosure Statement Order"), which, among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to

commence the solicitation of votes to accept or reject the Plan. 3. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adiourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Mortgage Claims), Class 8A (General Unsecured Claims), Class 8B (Convenience Class Claims), Class 11 (Section 510(b) Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of **Novembe** 9, 2023 (the "Voting Record Date").

If you received a Solicitation Package 5. Voting Deadline. including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot: and (iii) execute and return your completed Ballot according to and as set forth in detail in the voting instructions on your Ballot so Stretto, Inc. ("Stretto" or the "Voting Agent") on or before January 11 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline" ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR

Holders of Claims (but not Holders of Existing Common Interests in Class 12) that (i) have already submitted a Ballot and (ii) do not wish to change their vote, do not need to submit a new Ballot. However, any Holder of a Claim that (x) has not submitted a Ballot or (y) has submitted a Ballot but now wishes to change its vote, must submit its Ballot so that it is received by the Voting Agent on or before the Voting Deadline.

6. Parties in Interest Not Entitled to Vote. Holders of Claims or ass 4 (Othei Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailing Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as **Exhibit 2** to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior to or concurrent with entry of an order confirming the Plan

7. **Objections to Confirmation**. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Obiection Deadline")

8. Form and Manner of Objections to Confirmation. Objections and responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable a proposed modification to the Plan that would resolve such objection and (v) be filed with the Bankruptcy Court (with proof of service) via ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline

9. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

10. Additional Information. Any party in interest wishing to obtain information about the solicitation procedures or copies of the Disclosure Statement, the Plan, or other solicitation materials should contact Stretto through (i) e-mail at CoreScientificInquiries@stretto com, (ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://dm.epiq11 com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts gov/page/bankruptcycourt. Note that a PACER password and login are needed to access documents on the Bankruptcy Court's website. A PACER password can be obtained at: https://pacer.uscourts.gov/.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN

If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, but do not vote to either accept or reject the Plan and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan, or (iv) were given notice of the opportunity to opt out of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan

SECTION 10.5 INJUNCTION. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (ii) enforcing, attaching

collecting, or recovering by any manner or means any judgment

(iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that preserve any right of setoff pursuant to applicable law or otherwise the Debtors or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (v) commencing or continuing of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; *provided* that such persons who have held, hold, or may hold Claims against, be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the

Subject in all respects to Section 11.1 of the Plan, no entity or person may commence or pursue a Claim or Cause of Action of any arises from, in whole or in part, the Chapter 11 Cases, the Debtors, of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender other things, authorizes the Debtors to solicit votes to accept the *Third* | Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket | contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated or entered into in connection with the Plan, the Plan Supplement. the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution New Common Interests), or the distribution of property under the or other occurrence taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court Cause of Action represents a claim of willful misconduct, fraud or gross negligence against a Released Party or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party or Exculpated The Bankruptcy Court shall have sole and exclusive colorable and, only to the extent legally permissible and as provided

the underlying colorable Claim or Cause of Action SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding Date, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise provided in the Plan or in the Confirmation Order, on and after the Effective Date, the Released Parties are deemed conclusively, absolutely, unconditionally Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, whether known or unknown foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General elating to M&M Liens, the s, any and all agreements re formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement. the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other agreement, act or omission, transaction, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(a) of the Plan (i) shall only be applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined fraud shall not exempt from the scope of these Debtor releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) releasing any Released Party from Claims or Causes of Action held by the Debtors arising from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring those set forth in the Plan Supplement) executed to implement the Plan; and (iii) shall not release or be construed as releasing (a)

its individual capacity, notwithstanding the inclusion of any of the foregoing within the definition of Released Parties hereunder SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors or their Estates, that such Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance. the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miner Equipment Lender Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, the formulation, preparation, dissemination, solicitation negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring

Transaction, contract, instrument, release, or other agreement

award, decree, or order against such Entities on account of or in other agreement contemplated by the Plan or the reliance by any connection with or with respect to any such Claims or Interests; Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the the New Secured Convertible Notes Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, subrogation, or recoupment of any kind against any obligation the GUC Contingent Payment Obligations Term Sheet, the New Miner or Interests unless (x) such Entity has timely asserted such setoff | Commitment Letter, the Initial DIP Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of otherwise indicates that such entity asserts, has, or intends to and implementation of the Plan or Confirmation Order, including the issuance or distribution of securities pursuant to the Plan (including, or (y) such right to setoff arises under a postpetition agreement with | but not limited to, the New Common Interests), or the distribution of transaction, event, or other occurrence taking place on or before in any manner any action or other proceeding of any kind on account | the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these third-party releases any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) kind against any Released Party or Exculpated Party that arose or releasing any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

SECTION 10.7 EXCULPATION. Except as otherwise specifically

provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, Agreements, the Mortgage Agreements, the General Contracts, any and all agreements relating to M&M Liens, and related agreements. instruments, or other documents, the formulation, preparation, dissemination, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement. or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents. the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents. of securities pursuant to the Plan (including, but not limited to, the the Exit Facility Documents, the New Warrants Agreement, the Rights Offering, the Backstop Commitment Letter, the Initial DIP Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and implementation of the Plan securities pursuant to the Plan (including, but not limited to, the New Common Interests), or the distribution of property under the Plan, or any other related agreement, except for Claims or Causes of Action Order to have constituted actual fraud, willful misconduct, or gross jurisdiction to determine whether a Claim or Cause of Action is negligence, but in all respects, such Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the solicitation and distribution of, consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Notwithstanding anything to the contrary in the foregoing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be applicable to the maximum extent permitted by law; and (ii) Claims or Causes of Action arising from an act or omission that is iudicially determined by a Final Order to have constituted actual fraud (provided that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, (b) exculpating any postany Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, from any postpetition conduct, Claims, or Causes of Action assertable in, arising from, or relating to *Core* Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or any Claims

> (a) Except as sections 4.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors thereunder will be discharged parties, without the need for any objection by the Debtors or the and of no further force or effect, except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions to the applicable Holders on account of their Allowed Claims and Interests.

asserted by Sphere 3D Corp. against a Debtor.

SECTION 5.19 CANCELLATION OF LIENS

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible without limitation, UCC-3 termination Noteholders, including, statements

Relevant Definitions Related to Release and Exculpation **Provisions** 

"Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) by a Final Order to have constituted actual fraud (provided that actual | the Debtors; (ii) Equity Committee and each of its present and former members, each solely in their capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Creditors' Committee).

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly Transaction, or any document, instrument, or agreement (including or indirectly), affiliated investment funds or investment vehicles. predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders Harlin Dean, (b) the plaintiffs in the Securities Class Action, (c) any officers, directors, managers, principals, members, employees, Holder asserting a Section 510(b) Claim, or (d) Sphere 3D Corp., in agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entities that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

> "Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such: (v) the Backstop Parties: (vi) the Creditors' Committee: (vii) the present and former members of the Creditors' Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the Ad Hoc Noteholder Group; (xii) the Consenting Creditors; (xiii) the Exit Lenders; (xiv) the Notes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B. Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respect to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties: (iv) the Released Parties: (v) the Holders of all Claims management, transactions, ownership, or operation of the Debtors, or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan; (vii) the Holders of all Claims or Interests that vote, or are deemed, to reject the Plan or that are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan; and (viii) the Holders of all Claims and Interests and all Other Beneficial Owners that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but did not opt out

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, or document (including any legal opinion requested by any Entity EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS regarding any transaction, contract, instrument, document, or MIGHT BE AFFECTED.

### **Notice of Assumption and Rejection of Executory** Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment o any applicable Cure Amount, and subject to section 8.5 of the Plan, al Executory Contracts and Unexpired Leases to which any of the Debtor was previously assumed or rejected by the Debtors, pursuant to Fina Order of the Bankruptcy Court, (ii) previously expired or terminated is the subject of a motion to reject Filed by the Debtors on or before the Confirmation Date, or (iv) is specifically designated as a contract of lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, resolution of any disputes in accordance with section 8.2 of the Pla with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entr approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall vest in and be fully enforceable by the applicable Reorganized Debtor or assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption

assumption and assignment, or applicable law. 2. The Plan provides that to the maximum extent permitted by law to the extent any provision in any Executory Contract or Unexpired to restrict or prevent, or is breached or deemed breached by, th assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deeme modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executor Contract or Unexpired Lease or to exercise any other default-related

ights with respect thereto. 3. Section 8.2 of the Plan stipulates that the Debtors shall file, a part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that parties to Executory Contracts or Unexpired Leases to be assumed assumed and assigned, or rejected reflecting the Debtors' intention to potentially assume, assume and assign, or reject the contract o lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executor Contract or Unexpired Lease that the Debtors or Reorganized Debtors as applicable, intend to assume or assume and assign is not liste Contract or Unexpired Lease shall be deemed to be Zero Dollars (\$0) Any objection by a counterparty to an Executory Contract of Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to Cure Amount), such dispute shall be heard by the Bankruptcy Cour prior to such assumption being effective; provided that the Debtors of the Reorganized Debtors, as applicable, may, with the consent of the Requisite Consenting Creditors, settle any dispute regarding the Cure

Amount or the nature thereof without any further notice to any party o any action, order, or approval of the Bankruptcy Court. 4. Section 8.2 of the Plan further provides that-any counterparty an Executory Contract or Unexpired Lease that does not timely object the applicable Executory Contract or Unexpired Lease notwithstandin any provision thereof that purports to (i) prohibit, restrict, or condition modify, or permit the termination or modification of, a contract o lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any in the ownership or control to the extent contemplated by the Plan; (i increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lie upon any property or Asset of any Debtor or any Reorganized Debto as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuan Unexpired Leases that fail to object to the proposed assumption accordance with the terms set forth in Section 8.2(a) of the Plai shall forever be barred and enjoined from objecting to the propose to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan 5. Section 8.3 of the Plan provides that unless otherwise provide

by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpire Leases, if any, must be Filed with the Bankruptcy Court by the later o thirty (30) days from (i) the date of entry of an order of the Bankruptc Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date Any Claims arising from the rejection of an Executory Contract o Unexpired Lease not Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court, as applicable, forever barred from a and shall not be enforceable against, as applicable, the Debtors Reorganized Debtors, as applicable, or further notice to, or action order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract

discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT

or Unexpired Lease shall be deemed fully satisfied, released, and

BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any amended

Plan Supplement on or before **January 5, 2024**. Notice of Procedures with Respect to Reinstated Claims

Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated. Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan. (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class

pursuant to section 1124 of the Bankruptcy Code. 2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice o the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C)

or (D) of the Bankruptcy Code have not been satisfied. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor) Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

**QUESTIONS:** If you have questions about Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core Scientific nc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Řelay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition, LLC (0825) Starboard Capital LLC (6677); RADAR LLC (5106); American Propert Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704 All capitalized terms used but not defined herein or in the enclosed

voting instructions have the meanings ascribed to them in the Plan attached as Exhibit A to the Disclosure Statement Supplement

Exhibit H
Wall Street Journal National Edition Affidavit of Publication

fith Cuhener

## **AFFIDAVIT**

STATE OF NEW JERSEY	)
	) ss:

## CITY OF MONMOUTH JUNCTION, in the COUNTY OF MIDDLESEX )

I, Keith Oechsner, being duly sworn, depose and say that I am the Advertising Clerk of the Publisher of THE WALL STREET JOURNAL, a daily national newspaper of general circulation throughout the United States, and that the notice attached to this Affidavit has been regularly published in THE WALL STREET JOURNAL for National distribution for

1 insertion(s) on the following date(s):

JAN-08-2024;

ADVERTISER: CORE SCIENTIFIC, INC.;

and that the foregoing statements are true and correct to the best of my knowledge.

Sworn to before me this

B day of January 2024

Notary Public



IN THE IINITED STATES RANKRIIPTCY COIIR FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION In re: \$ Chapter 11
CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)
Debtors¹ \$ (Jointly Administered) DEBLOIS SOLUTION ADMINISTERED

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE

STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND

YOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE SUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND EXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN: AND (IV) ESTABLISHING NOTICE

mber: Core Scientific Mining LLC, 22-90340; Core Scientif ialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; rican Property Acquisitions I, LLC, 22-90349; American Property

ND OR IECTION PROCEDURES FOR FINAL APPROVAL OF

PLEASE TAKE NOTICE OF THE FOLLOWING

ptcv Court") held a hearing (the "Conditional Disclosur Hearing") at which it conditionally approved the Disclosure or Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and liated Debtors, filed on November 16, 2023 (Docket No. 1439) of Core ntific, Inc. and its affiliated debtors in the above-captioned chapter 1 (elv. the "Dehtors") and thereafter entered an order (th tial Disclosure Statement Order") with respect thereto. The Disclosure ement Order, among other things, authorizes the Debtors to solicit votes accept the Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and It rs, filed on November 16, 2023 (Docket No. 1438) (the "Third

iber 28, 2023, the Debtors filed the (i) Fourth Amended Joint Chapter 1 if Core Scientific, Inc. and Its Affiliated Debtors (Docket No. 1639) (includy exhibits and schedules thereto and as may be modified, amended, or "Plan")2, which modified the Third Amended Plan to reflect th the Creditors' Committee and (ii) Sunnlement to Disclos ment", and together with the Disclosure Statement for Third Amended Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docke tement"). On December 28, 2023, the Bankruptcy Court entered the Order Dates and Deadlines Set Forth in the Disclosure Statement Orde ovina the Debtors' Disclosure Statement Sunnle with the Initial Disclosure Statement Order, the "Disclosur nt Order") which among other things conditionally approved th to accept or reject the Plan.

of the Disclosure Statement (the "Combined Hearing") ha ie Honorable Christopher M. Lopez, United States Bankrupto in the Bankruptcy Court. The Combined Hearing may be adjourned ation on its agenda. The Plan may be modified, if necessary, prior to

Combined Hearing. A hearing to consider confirmation of the Pla

ertible Notes Secured Claims), Class 2 (August Convertible Notes Secure (Miner Equipment Lender Secured Claims), Class 5 (M&A nims), Class 6 (Secured Mortgage Claims), Class 8A (Genera s),Class 8B (Convenience Class Claims), Class 11 (Section 510(b) aims), and Class 12 (Existing Common Interests), who are otherwise eligible entitled to vote to accept or reject the Plan as of November 9

ine. If you received a Solicitation Package, including Ballot, and intend to vote on the Plan, you must: (i) follow the instruction polete all of the required information on the Ballot; and (iii g instructions on your Ballot so that it is actually received by the solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting pefore January 11, 2024 at 5:00 p.m. (Prevailing Centra ting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR

vote, do not need to submit a new Ballot. Howeve Holder of a Claim that (x) has not submitted a Ballot or (y) ha mitted a Ballot but now wishes to change its vote, must submit it:

- npany Claims), and Class 11 (Intercompany Interests) are not entitled te on the Plan and will not receive a Ballot - If any creditor seeks to challen ng such Claim for voting purposes in a different amoun Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the inted in accordance with the guidelines provided in the Solicitation
- d prior to or concurrent with entry of an order confirming the Plan. **Objections to Confirmation**. The deadline to object or respond nfirmation of the Plan or final approval of the Disclosure Statement lary 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Objection")
- 8. Form and Manner of Objections to Confirmation. Objections and ses, if any, to confirmation of the Plan or final approval of the Disclosure ent, must: (i) be in writing; (ii) conform to the Bankruptcy Rules and Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name party and the nature and amount of Claims or Interests held practicable, a proposed modification to the Plan that would resolve such anic, appropriate information to the Fian that would resolve such n; and (v) be filed with the Bankruptcy Court (with proof of service) via y mailing to the Bankruptcy Court at United States Bankruptcy Court ed States Courthouse, 515 Rusk Avenue, Courtroom 40 on. Texas 77002, so as to be actually received no later than the
- CTION TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL O DISCLOSURE STATEMENT IS NOT FILED AND SERVED STRICTLY AS PRESCRIBED THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSUR
- atement, the Plan, or other solicitation materials should contact Stretto ough (i) e-mail at CoreScientificInquiries@stretto.com, (ii) by writing to Core

Plan are on file with the Bankruptcy Court and may be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/ page/bankruptcycourt. Note that a PACER password and login are needed to NOTICE REGARDING CERTAIN RELEASE

and do not opt out of granting the releases set forth in the Plan, (iii) SECTION 10.5 INJUNCTION. Except as otherwise expressly provided

of or in connection with or with respect to any such Claims or Interests: respect to any such Claims or Interests unless (x) such Entity has timely ny action or other proceeding of any kind on account of or in connection ay hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, o or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan

Subject in all respects to Section 11.1 of the Plan, no entity or person Released Party or Exculpated Party that arose or arises from, in whole or (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class Action), the DIP Facility, the relating to M&M Liens, and any and all related agreements, instruments, ne Plan Supplement), the Disclosure Statement, or any Restructuring Transaction, contract, instrument, release, or other agreement or docuor Confirmation Order in lieu of such legal opinion) created or entered Documents, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term the Backstop Commitment Letter, the Initial DIP Loan Documents, the DII Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pursuit of confirmation and consummation of the Plan, the administration and r distribution of securities pursuant to the Plan (including, but not limited the New Common Interests), or the distribution of property under the ice and a hearing, that such Claim or Cause of Action represents a clain or Exculpated Party and (ii) specifically authorizing such Entity or Person to bring such Claim or Cause of Action against any such Released Party of ated Party. The Bankruptcy Court shall have sole and exclusive juri iction to determine whether a Claim or Cause of Action is colorable and nly to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the underlying colorable

SECTION 10.6(a) RELEASES BY THE DEBTORS. Notwithstanding anyhing contained in the Plan to the contrary, as of the Effective Date, pur-uant to section 1123(b) of the Bankruptcy Code, for good and valuable bligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, except as otherwise tion Order, on and after the Effective ditionally and irrevocably, released and discharged by the Debtors, the Reorganized Debtors, and the Estates from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsolegally entitled to assert in their own right (whether individually or col lectively) or on behalf of the Holder of any Claim or Interest or other Convertible Notes Agreements, the Miner Equipment Lender Agreements, tion, solicitation, negotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Statement, or any Restructuring contract, instrument, release, or other agreement or docu ment (including any legal opinion requested by any Entity regarding any

Obligations Documents, the GUC Contingent Payment Obligations Term the Backstop Commitment Letter, the Initial DIP Loan Documents, the and implementation of the Plan or Confirmation Order, including the on Interests), or the distribution of prop Class Action, (c) any Holder asserting a Section 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity, not with standing the inclusion of any of butions from the Debtors under the Plan and to make any further distribution

yn right (whether individually or collectively) or on behalf of the Holder tion, solicitation, negotiation, entry into, or filing of the Plan (including into in connection with the Plan, the Plan Supplement, the Disclosure Sheet, the New Miner Equipment Lender Debt Documents, the Exit Warrants Agreement, the Rights Offering DIP Facility, the Terminated RSA, the RSA, the Chapter 11 Cases, the pur

ated or entered into in connection with the Plan Documents, the Contingent Payment Obligations Documents, the GUC ont Payment Ohlinations Term Sheet, the New Miner Equipment nitial DIP Loan Documents, the DIP Facility, the Terminated RSA, the Confirmation Order, including the issuance or distribution of securities ursuant to the Plan (including, but not limited to, the New Common

nsel with respect to their duties and resp ties. The Exculpated Parties have, and upon completion of the Plan, shall be deemed to have, participated in good faith and in compliance with all issuance or distribution of securities pursuant to the Plan (including, but | ing, the exculpations set forth in Section 10.7 of the Plan (i) shall only be ng Sphere 3D Corp., in its individual capacity, fro t, Claims, or Causes of Action assertable in, arisir from, or relating to Core Scientific, Inc., et al., v. Sphere 3D Corp. and Gryphol Digital Mining, Inc. (In re Core Scientific, et al.), Adv. Proc. 23-03252 or an Claims asserted by Sphere 3D Corp. against a Debtor. (a) Except as otherwise specifically provided in the Plan, including section

.4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of th for the purpose of allowing the applicable agents and trustees to receive distri

n account of Allowed Convertible Notes Secured Claims and Allowed Mine Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Equipment Lender Secured Claims, and M&M Lien Secured Claims, including vithout limitation, the preparation and filing of any and all documents neces Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements

nd, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii Creditors' Committee and each of its present and former members, each sole

investment vehicles, predecessors, participants, successors, and assigns, sub sidiaries, and each of their respective current and former equity holders, officer eral partners, attorneys, accountants, managed accounts or funds, managem ompanies, fund advisors, investment bankers, consultants, representatives, and that may purport to assert any Cause of Action derivatively, by or through the

bebtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such; (v) the Backston Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC; (xi) the A Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respec to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties Notwithstanding the foregoing any Person that onts out of the releases se forth in section 10.6(b) of the Plan shall not be deemed a Released Party th

"Releasing Parties" means collectively, and in each case solely in their apacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) with respec each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv all Claims or Interests that vote, or are deemed, to reject the Plan or that are pre

YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND

Notice of Assumption and Rejection of Executory

ons 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence o lease (i) was previously assumed or rejected by the Debtors, pursuant to Final assumed or assumed and assigned pursuant to the Plan shall vest in and be fully Bankruptcy Court authorizing and providing for its assumption or assumptio

extent any provision in any Executory Contract or Unexpired Lease assume pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by the assumption of such Executory Contract

of Assumed Contracts. The Plan further provides that prior to the Combin

Section 8.3 of the Plan provides that unless otherwise provided an order of the Bankruptcy Court, Proofs of Claim with respect to Claims a ing from the rejection of Executory Contracts or Unexpired Leases, if any, m of the rejection of the Executory Contract or Unexp

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDA WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED 6. Plan Supplement. The Debtors will file and serve any amende

ent on or before January 5, 2024.

ection 1124 of the Bankruptcy Code, as of and subject to the occurrence of t

ny) necessary to Reinstate such Claims. Any objection by a Holder of an Ot

ure Amount by the Holder of the applicable Other Secured Claim (or su maller amount as may be fixed or estimated by the Bankrunt

WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

lease contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.co ii) by writing to Core Scientific, Inc., Ballot Processing Center, c/o Stretto, Ir 110 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-415

ich Debtor's federal tax identification number, are as follows: Core Sci

1496); Core Scientific Specialty Mining (Uklanoma) LLC (4327); American roperty Acquisition, LLC (0825); Starboard Capital LLC (6677); RADAR LLC 5106): American Property Acquisitions J. LLC (9717): and American Property cauisitions VII LLC (3198) The Debtors' con 2407 S.Congress Ave, Suite E-101, Austin, Texas 78704. All capitalized terms used but not defined herein or in the enclosed voti

structions have the meanings ascribed to them in the Plan, attached as Exhibit

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## **BANKRUPTCIES**

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION In re: \$ Chapter 11
CORE SCIENTIFIC, INC., et al., \$ Case No. 22-90341 (CML)
Debtors¹ \$ (Jointly Administered)

Debtors: 9 (Jointly Administered)
NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE
STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND
VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE
ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER

ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN ON ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; Memerican Property Acquisition, ILC, 22-90348; Radar Relay, inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; Memerican Property Acquisitions VII, LLC, 22-90348; Admerican Property Acquisitions VII, LLC, 22-90349; American Property Acquisitions VIII, LLC, 22-90359; Care Scientific, Inc. and VIII AMERICAN V

Ammided Plan and Disdosure Statement Supplement. On December 28, 2023, the Debtors filed the (i) Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan"); which modified the Third Amended Plan to reflect supplemented, the Plan F, which mode the find shielded Plan Diese Statement for Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, (Docket No.1640) (the "Disclosure Statement Supplement," and together with the Bisclosure Statement Supplement, and together with the Bisclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or supplemented, the "Disclosure Statement"). On December 28, 2023, the Bankruptcy Court entered the Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order (1) Modifying Jores: and Jeanness Set from it me Discosure Statement Under and (III) Conditionally Approving the Debtors' Disclosure Statement Supplement (Docket No. 1638) (the "Supplemental Disclosure Statement Order") and, together with the Initial Disclosure Statement Order, the "Discosure Statement Order"), which, among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence the solicitation of votes to accept or reject the Plan.

3. Combined Hearing. A hearing to consider confirmation of the Plan and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for Lanuary 16, 2024 at 10:00 am (Persvailing Central).

and final approval of the Disclosure Statement (the "Combined Hearing") has been scheduled for January 16, 2024 at 10:00 a.m., (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. The Combined Hearing may be adjourned or continued from time to time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured Claims), Class 5 (M&M Lien Secured Claims), Class 3 (Keneral Unsecured Claims), Class 8 (Konvenience Class Claims), Class 11 (Section 510(b)) Claims), and Sas 12 (Existing Common Interests), who are otherwise eligible

Claims), and Class 12 (Existing Common Interests), who are otherwise eligible to vote to hall be entitled to vote to accept or reject the Plan as of **November 9** 2023 (the "Voting Record Date").

2023 (the "Voting Record Date").

5. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information on the Ballot, and (iii) execute and return your completed Ballot acroting to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtor's solicitation and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING INSTRUCTION INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

Holders of Claims (but not Holders of Existing Common Interests in Class 12) that (i) have already submitted a Ballot and (ii) do not wish to change their vote, do not need to submit a new Ballot. However, any Holder of a Claim that (x) has not submitted a Ballot tor (y) has submitted a Ballot tor (x) thas submitted a Ballot tut now wishes to change its vote, must submit its Ballots and tit is received by the Voting Agent on or before the Voting Deadline.

Deadline.

6. Parties in Interest Not Entitled to Vote. Holders of Claims or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 (Intercompany Interests) are not entitled to vote on the Plan and will not receive a Ballot. If any creditor seeks to challenge the Allowed amount of its Claim for voting purposes, such creditor must file with the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be filed with the Court not later than 5:00 p.m. (Prevailling Central Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) Motion, such reditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached as Exhibit 2 to the Disclosure Statement Order, unless temporarily Allowed in a different amount by an order of the Court entered prior toor concurrent with entry of an order confirming the Plan.
7. Objections to Confirmation. The deadline to object or respond to confirmation of the Plan or final approval of the Disclosure Statement is

100, Irvine, CA 92602, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.). Interested parties may also review the Disclosure Statement and the Plan free of charge at https://orce.dia.com/sertasimnons. In addition, the Disclosure Statement and IPlan are on file with the Bankruptcy Court's website: https://www.tss.uscourts.gov/opage/bankruptcycourt. Note that a PACER password and login are needed to laccess documents on the Bankruptcy Court's website. A PACER password can be followed by the page of the parties of the page of the page

access documents on me bankruptcy courts weaken at the hard possible and arthress. MOTICE REGARDING CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN If you (i) vote to accept the Plan, (ii) are solicited to vote to accept or reject the Plan, be one of the plan, be one of the plan, be one of the plan, but do not vote to either accept or reject the Plan, and do not opt out of granting the releases set forth in the Plan, (iii) vote, or are deemed, to reject the Plan or are presumed to accept the Plan but do not opt out of granting the releases set forth in the Plan but do not opt out, you shall be deemed

or (v) were given notice of the opportunity to opp cut it of granting the releases contained in the Plan but do not opt out, you shall be deemed to have consented to the releases contained in Section 10.6(b) of the Plan. The releases as presented in the Plan are provided below:

SECTION 10.5 [NJUNCTION]. Except as otherwise expressly provided in the Plan or for distributions required to be paid or delivered pursuant to the Plan or the Confirmation Order, all Entities that have held, hold, or may hold Glaims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.6 the Plan or are subject to excludation pursuant to the Plan or are subject to excludation pursuant to the Plan Section 10.3 of the Plan, or are subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 10.7 of the Plan with respect to the Exculpated Parties): (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests (ii) enforcing, attaching, collecting, or recovering by any manner or mean: any judgment, award, decree, or order against such Entities on accoun any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (iii) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims or Interests; (iv) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff right either in a Filed Proof of Claim, or in another document Filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or an Executory Contract that has been assumed by the Debtors as of the Effective Date; and (y) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to the Plan or otherwise Disallowed; provided that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized Debtor, or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

Subject in all respects to Section 11.1 of the Plan, no entity or person may commence or pursue a Claim or Cause of Action of any kind against any Released Party or Exculpated Party that arose or arises from, in whole or in part, the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or recission of any security of the Debtors or the Reorganized Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action as asserted or assertable in the Securities Class Action), the DIP Facility, the Convertible Notes Agreements, the Miener Equipment Lender Agreements, Telating to M&M Liens, and any and all related agreements, instruments, and/or other documents, the Formulation, preparation, dissemination, solicitation, engotiation, entry into, or filing of the Plan (including the Plan Supplement), the Disclosure Stement, or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemporation of the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Disclosure Statement, the Plan Supplement, the Disclosure Statement, the Plan Supplement, the Plan or the reliance by any Released Party on the Plan or Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan, the Plan Supplement, the Bischosure Statement, the Plan Supplement, the Disclosure Statement, the Plan Supplement, the Disclosure Statement, the Plan Supplement, the Disclosure Statement, the Plan Supplement the Plan (including but not limited to, the New Mierr Equi only to the extent legally permissible and as provided for in Section 11.1 of the Plan, shall have jurisdiction to adjudicate the underlying colorable

2023. Upon the filing of any such Rule 3018(a) Motion, such creditor's Ballot om the filing of any such Rule 3018(a) Motion, such creditor's Ballot om the filing of any such Rule 3018(a) Motion, such creditor's Ballot om the filing of the Plan, shall have jurisdiction to adjudicate the underlying colorable and Voting Procedures attached as Exhibit 2 to the Disclosure Statement or Confirmation in the Plan of romal proval of the Disclosure Statement is Certification of the Plan of final approval of the Disclosure Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Objection Deadline").

8. Form and Manner of Objections to Confirmation. Objections and Rankruptcy Local Rules, and any order of the Court; (iii) set forth the name responses, if any, to confirmation of the Plan or final approval of the Disclosure Statement must; (i) be in writing; (ii) conform to the Bankruptcy Rules and the Bankruptcy Local Rules, and any order of the Court; (iii) set forth the name of the objection party against the Debtors' estates or property; (iv) provide the basis for the objection and (v) be filed with the Bankruptcy Court at United States Bankruptcy Court (with proof of service) via the Formation of the Plan of the Plan, that would resolve such objection; and (v) be filed with the Bankruptcy Court at United States Bankruptcy Court (with proof of service) via the Plan of the Objection and via before the Plan of the Plan, the Volume of the Plan of the Plan of the Plan of the Volume of th

I transaction, contract, instrument, document, or other agreement conI templated by the Plan or the reliance by any Released Party on the Plan
I for Confirmation Order in lieu of such legal opinion) created or entered as the plan in the Plan, the Plan Supplement, the Disclosure
I Statement, the Plan Settlements, the New Secured Convertible Notes by Statement, the Plan Settlements, the New Secured Convertible Notes by Statement, the Plan Settlements, the New Secured Convertible Notes by Statement, the Plan Supplement, the Disclosure
I Statement, the Plan Settlements, the New Secured Convertible Notes of State of Sta to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; and (iii) shall not release or be construed as releasing (a) Harlin Dean, (b) the plaintiffs in the Securities

ment, instrument, or agreement (including those set forth in the Plan a pupplement) executed to implement the Plan; and (iii) shall not release or I be construed as releasing (a) Harlin Dean, (b) the plaintifish in the Securities I class Action, (c) any Holder asserting a Section \$10(b) Claim, or (d) Sphere fig. 3D Corp., in its individual capacity, notwithstanding the inclusion of any of the foregoing within the definition of Released Parties hereunder.

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND INTERESTS. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for good and valuable consideration, the adequacy of E which is hereby confirmed, except as otherwise provided in the Plan or in the Confirmation Order, to the fullest extent permissible under applicable I awa, as such law may be extended or integrated after the Effective Date, and the Worder of the Confirmation order, to the fullest extent permissible under applicable I awa, as such law may be extended or integrated after the Effective Date, and aliabilities whatsoever, including any derivative Claims or Causes of S Debtors, the Reorganized Debtors, and the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, van and iaibilities whatsoever, including any derivative Claims or Causes of S Action asserted or that may be asserted on behalf of the Debtors or their a Estates, that such Entity would have been legally entitled to assert in their hown right (whether individually or collectively) or on behalf of the Bobtors or their a Estates, that such Entity would have been legally entitled to assert in their hown right (whether individually or collectively) or on behalf of the Bobtors or their a Estates, that such Entity would have been legally entitled to assert in their hown right (whether individually or collectively) or on behalf of the Bobtors or their a Estates, that such Entity would have been legally entitled to assert in their hown right (whether individua

in Self communication of the Plan or Confirmation Ober, Including the interest to additional to the Plan of Standard Self Confirmation of the Plan of Standard Self Confirmation of the Plan of Standard Self Confirmation of Standard Self Confirmation of Plan of Standard Self Confirmation of Plan of Standard Self Confirmation of Standard S

Claims asserted by Sphere 3D Corp. against a Debtor. SECTION 5.19 CANCELLATION OF LIENS.

(a) Except as otherwise specifically provided in the Plan, including sections .4 and 4.6 of the Plan, all notes, instruments, certificates evidencing debt of the Debtors and Existing Common Interests will be cancelled and obligations of the Debtors thereunder will be discharged and of no further force or effect, except for the purpose of allowing the applicable agents and trustees to receive distributions from the Debtors under the Plan and to make any further distributions

to the applicable Holderson account of their Allowed Claims and Interests.

(b) After the Effective Date and following (i) the distributions to Holders on account of Allowed Convertible Notes Secured Claims and Allowed Miner Equipment Lender Secured Claims and/or (ii) with regard to Allowed M&M Lien Secured Claims, satisfaction of the applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discre-Debtors or the Reorganized Debtors, at their expense, may, in their sole discre-tion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the Convertible Notes Secured Claims, Miner Equipment Lender Secured Claims, and M&M Lien Secured Claims, including, without limitation, the preparation and filing of any and all documents neces-sary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UCC-3 termination statements.

Miner Equipment Lender Secured Glaims, the Notes Agent, and/or Convertible Noteholders, including, without limitation, UC-2 it ermination statements.

Relevant Definitions Related to Release and Exculpation Provisions: "Exculpation Provisions: "Exculpated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (1) the Debtors; (ii) Equity Committee and each of its present and former members, each solely in their capacity as such (and as it relates to former members, each solely with regard to the time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely in its capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Creditors' Committee.)

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates; current and former decrots, managers, officers, equity holders, (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fluciaries, trustees, advisory board members, financial advisors, partners, limited partners, eneral partners, actomery, accountants, managed accounts or funds, management companies, fund advisors, investment hakner, consultants, representatives, and other professionals, and such Person's respective heirs, executors, estates, and nominees, each in their capacity as such, and any and all other Persons or Entitles that may purport to assert any Cause of Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (() the Debtors; (ii) the Reorganized

that may purpor to assert any Gause of Action derivatively, by or through the foregoing entities.

"Beleased Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such; (v) the Backstop Parties; (vi) the Creditors' Committee, (vii) the present and former members of the Creditors' Committee, solely in their capacities as such; (viii) the Settlenders of the Creditors (xiii) the Add Hoc Noteholder Group; (xii) the Consenting Creditors; (xii) the Koltes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B R Riley Commercial Capital, LLC; (xvii) BRF Finance Co., LLC; and (xviii) with respect to each of the foregoing Persons in clauses (i) Through (xviii, all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such executory Contract or Unexpired Lease or to exercise any other default-related

rights with respect thereto.

3. Section 8.2 of the Plan stipulates that the Debtors shall file, as part of the Plan Supplement, the Schedule of Rejected Contracts and the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined learing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtor's Institution to potentially assume assumed, assumed and sasion exportance or reject the respective to the Combined Contracts or Unexpired Leases to be assumed, assumed and assigned, or rejected reflecting the Debtors intention to potentially assume, assume and assign, or reject the contract or lease in connection with the Plan and, where applicable, setting forth the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors, as applicable, intend to assume or assume and assign is not listed on such a notice, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be deemed to be Zero Dollars (50). Any objection by a counterparty to an executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the assumption notice, or such shorter period as days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. If there is an Assumption Dispute pertaining to assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such lispute shall be heard by the Bankruptcy Court prior to such assumption being ffective; *provided* that the Debtors or the Reorganized Debtors, as applicable, nay, with the consent of the Requisite Consenting Creditors, settle any dispute egarding the Cure Amount or the nature thereof without any further notice to

regarding the cure Amount of the Nature Interest without any further howers any party or any action, order, or approval of the Bankruptcy Court.

4. Section 8.2 of the Plan further provides that-any counterparty to an Asceutory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired Lease notwithstanding any provision thereof that purports to i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) Terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor or any Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Reorganized Debtor, as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a lieu upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall be deemed to not apply to the assumption of such Executory Contract or Unexpired Lease pursuant to the Plan and counterparties to assumed Executory Contracts or Unexpired Leases that fail to object to the proposed assumption in accordance with the terms set forth in Section 8.2(a) of the Plan, hall forever be harred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

Jacquate assilance of nuture performance, or locking actions profinitely yiely foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by the Plan.

5. Section 8.3 of the Plan provides of Lammarian strains arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of thirty (30) days from (i) the date of entry of an order of the Bankruptcy Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease and Filed within such time shall be Disallowed pursuant to the Confirmation Order or such other order of the Bankruptcy Court as applicable, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Reorganized Debtors, or property of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the Benefit of the Benefit of the Bankruptcy Court or any other Entity, and any Claim arising out of the Respection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary.

WILESS AN OBJECTION ISTIMESY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING MOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

6. Plan Stonglement. The Debtors will file and serve any amended Plan Supplement on or before January 5, 2024.

Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 7.11 of the Plan, all Other

respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to

of the effective Date, entry of the Continuation Order by the Bankrupty Court's shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankrupty Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before the deadline to object to Confirmation of the Plan, the Debtors shall serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankrupty Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount shall be deemed to have assented to the Reinstatement of the Claim and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)A(,(),(),(), or () of the Bankrupty. Ode have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount as may be fixed or estimated by the Bankrupty Court or other-wise agreed to by such Holder and the applicable Reorganized Debtor). Subject

# **BANKRUPTCIES**

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION
In re: ANAGRAM HOLDINGS, § Chapter 11
LLC, et al., § Case No. 23-90901 (MI)
Debtors.¹ § (Jointly Administered) NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM PLEASETAKE NOTICE OF THE FOLLOWING:

1. On November 8, 2023 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the 6. F Bankrupty, Code in the United States Bankrupty Court for the Southern District of Texas (the "Court"). Set forth below are the map be obtained by visiting <a href="https://www.kcclf.card/anagram.">https://www.kcclf.card/anagram.</a> way be obtained by visiting <a href="https://www.kcclf.card/anagram.">https://www.kcclf.card/anagram.</a> maintained by the Debtors' dains and notioning agent, KCC KCC card.

To another the provided of the State Sankrupty (our for the surface) of the surface of th LLC, 85-2098535, 23-99901 (MI); Anagram International, Inc. (t/k/a Anagram Inc.), 41-1372523, 29-9902 (MI), Anagram International Holdings, Inc., 41-1372523, 29-9902 (MI), Anagram International Holdings, Inc., 41-1755837, 23-99092 (MI),

(I/K/a Anagram Inc.), 41-13/232, 23-9992 (MI); Anagram International Holdings, Inc., 41-1575387, 23-99902 (MI).

2. On January 2, 2024, the Court entered an order (Docket No. 311) (the "Bar Date Order,") establishing certain deadlines for the filing of proofs of claim in the Debtors' dhapter 11 cases.

3. Pursuant to the Bar Date Order, all persons, entities, and Governmental Units who have a claim or potential claim, including any claims under section 503(b)(9) of the Bankruptcy Code; against any of the Debtors that arose prior to the Petition Date, no matter how remote or continuent such right to payment.

Code, "against any of the Debtors that arose prior to the Petition Date, no matter how remote or contingent such right to payment or equitable remedy may be, MUST FILE A PROOF OF CLAIM on or before February 7, 2024 at 5:00 p.m. (prevailing Central Time) for general creditors (the "General Bar Date") and May 6, 2024 at 5:00 p.m. (prevailing Central Time) for Governmental Units (the "Governmental Bar Date") and together with the General Bar Date, the "Bar Date"), by (i) submitting such Proof(s) of Claim electronically through Kurtzman Carson Consultants LLC ("KCC"), at https://www.kcdic.nevlanagram; (ii) filling such Proof(s) of Claim electronically through PACER (Public Access to Court Electronic Records), at https://ext.bsub.custrs.gov.or (iii) by delivering the original proof(s) of claim to KCC by mail or hand delivery at the following address: KCC Addresses for Receipt of Claims: Anagram Holdings, LLC Claims Processing Genter, Co KCC, 222 NPacific Coast Highway, Suite 300, El Segundo, CA 90245.
PROOFS OF CLAIM SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

A The REP Papers analy to all daine against the Debtace. General Bar Date, the "Bar Dates", by (i) submitting such Proof(s) of Claim electronically through Kurtzman Carson Consultants LLC ("KCC", at <a href="https://www.kccll.enev/anagam">https://www.kccll.enev/anagam</a>; (ii) filing such Proof(s) of Claim electronically through PACER (Public Access to Cust Electronically Electronically through PACER (Public Access to Cust Electronically Electronically

listed in paragraph eight (8) of the Bar Date Order.

5. ANY PERSON OR ENTITY (EXCEPT A PERSON OR ENTITY WHO IS EXCUSED BY THE TERMS OF THE BAR DATE ORDER) WHO FAILS TO FILE A PROOF OF CLAIM ON OR BEFORE THE APPLICABLE BAR DATE IN ACCORDANCE WITH THE INSTRUCTIONS ABOVE WILL NOT BE TREATED AS A CREDITOR FOR PURPOSES OF VOTING UPDO, OR RECEIVING DISTRIBUTIONS UNDER, ANY PLAN OR PLANS OF REORGANIZATION OR LIQUIDATION IN THE CHAPTER 11 CASES.

Proof of claim forms and a copy of the Bar Date Order

Canada) and (310) 751-2681 (International). Please note that neither KCC's staff, counsel to the Debtors, nor the Clerk of the

Court's Office is permitted to give you legal advice.

A HOLDER OF A POSSIBLE CLAIM AGAINST THE DEBTORS SHOULD CONSULT AN ATTORNEY REGARDING ANY MATTERS NOT COVERED BY THIS NOTICE, SUCH AS WHETHER THE HOLDER SHOULD FILE A PROOF OF CLAIM.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Anagram Holdings, LLC (8535); Anagram International, Inc (2523) and Anagram International Holdings, Inc. (5837). The location of the Debtors' service address for purposes of these chapter 11 cases is:7700 Anagram Drive, Eden Prairie, MN 55344. For the avoidance of doubt, the Debtors' chapter 11 cases are not

**BUSINESS OPPORTUNITIES** 



# **PUBLIC NOTICES**

NOTICE TO CERTAIN CUSTOMERS OF MONEX DEPOSIT COMPANY, MONEX CREDIT COMPANY, AND NEWPORT SERVICE CORPORATION

AND NEWPORT SERVICE CORPORATION

In the matter known as Commodity Futures Trading Commission ("Plaintiff" or "FTE") vs. MOMEX Deposit Company, MONEX Credit Company and Newport Service Corporation ("Defendants" or "MONEX"), case number 8:17-CV-01868-VS-DFM in the Southern Division of the Central District of California, the Court has entered a Consent Order, Without admitting or denying the allegations in the CFTC's complaint, MONEX has agreed to the terms of the Consent Order, including payment of Restitution Obligation of \$33,000,000 to fund the MONEX Restitution Fund which will be distributed by a Court-appointed Monitor to customers who lost money in leveraged transactions in MONEX's Atlas Trading Program during the relevant time period of July 16, 2011, through December 31, 2021. The Monitor has confirmed customer losses and will be making pro-rated distributions based on each customer's loss as a percentage of the total customer net losses of \$448,734,874.

The Consent Order provides, that the amounts payable

3448,734874
The Consent Order provides that the amounts payable to each customer shall not limit the ability of any customer from proving that a greater amount is owed from MONEX or any other person or entity. Nothing in the Consent Order shall be construed in any way to limit or abridge the rights of any customer that exists under state or common law. The Consent Order states that each customer of MONEX who suffered a loss is explicitly made an intended third-party beneficiary of the Consent Order and may enforce obedience of the Consent Order to obtain satisfaction of any portion of the restitution to ensure continued compliance with any provision of the Consent Order and to hold Defendants in contempt for any violations of any provision of the Consent Order.

in contempt for any violations of any provision of the Consent Order.

In order to participate in the MONEX Restitution Fund, customers need to complete, sign and return a claim form ("Claim Form"). The most efficient and fastest way to complete the Claim Form is through the on-line claim portal. Alternatively, Customers may submit their (Jaim Form by mail which must be received by the Monitor on or before February 3, 2024, at 11:59 p.m. (prevailing Eastern Time) (the "Bar Date, then you will forfeit your right to participate in or receive a payment from the Restitution Fund. If you do not agree with the amount of loss as set forth on the portal or on the attached Claim Form, please submit the amount of your loss and any documentation in support of the loss. The Monitor will evaluate the submission and provide you with his determination. If necessary, unresolved claims will be submitted to the U.S. District Court to determine the amount of the claims. If you have not received your claim by mail or email, please contact the Monitor's office either by email to mail of monexrestitutionfund. com or by leaving a voice mail with your contact information at (949) 22-20305. Please be prepared to provide your MONEX account number, full name and last four digits of your social security number.

If you have a valid claim, you may submit a Claim Form to the Monitor, using either of the following methods: (I) electronically via the link to the on-line claim filing portal sent to you by the Monitor or by accessing the link posted to the Monitor's website (https://www.monexrestitutionfund.com); or (2) via overnight mail, courier service, hand delivery, or first-class mail addressed to:

MONEX Restitution Fund c/o Thomas Seaman Company, Monitor 1 Park Plaza, Suite 580 Irvine, CA 92614

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Exhibit I
Denton Record-Chronicle Digital E-Sheet

IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION

Chapter 11 CORE SCIENTIFIC, INC., et al., Case No. 22-90341 (CML) (Jointly Administered) Debtors1

NOTICE OF (I) CONDITIONAL APPROVAL OF DISCLOSURE STATEMENT, (II) APPROVAL OF (A) SOLICITATION AND VOTING PROCEDURES AND (B) NOTICE PROCEDURES FOR THE ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (III) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF

DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN; AND (IV) ESTABLISHING NOTICE AND OBJECTION PROCEDURES FOR FINAL APPROVAL OF DISCLOSURE STATEMENT AND CONFIRMATION OF PLAN

TO ALL PARTIES IN INTEREST IN THE CHAPTER 11 CASES OF: Debtor, Case Number: Core Scientific Mining LLC, 22-90340 Core Scientific, Inc., 22-90341; Core Scientific Acquired Mining LLC, 22-90342; Core Scientific Operating Company, 22-90343; Radar Relay, Inc., 22-90344; Core Scientific Specialty Mining (Oklahoma) LLC, 22-90345; American Property Acquisition, LLC, 22-90346; Starboard Capital LLC, 22-90347; RADAR LLC, 22-90348; American Property Acquisitions I, LLC, 22-90349; American Property Acquisitions VII, LLC, 22-90350

## PLEASE TAKE NOTICE OF THE FOLLOWING:

Conditional Approval of Disclosure Statement. On November of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Debtors, the governance, management, transactions, ownership, Disclosure Statement Hearing") at which it conditionally approved the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, filed on November includes, for the avoidance of doubt, all claims and Causes of Section 10.7 Exculpation. 16, 2023 (Docket No. 1439) of Core Scientific, Inc. and its affiliated Action asserted or assertable in the Securities Class Action), debtors in the above-captioned chapter 11 cases (collectively, the "DIP Facility, the Convertible Notes Agreements, the Miner "Debtors"), and thereafter entered an order (the "Initial Disclosure" Equipment Lender Agreements, the Mortgage Agreements, Statement Order") with respect thereto. The Disclosure Statement | the General Contracts, any and all agreements relating to M&M Inc. and Its Affiliated Debtors, filed on November 16, 2023 (Docket No. | solicitation, negotiation, entry into, or filing of the Plan (including 1438) (the "Third Amended Plan").

solicitation of votes to accept or reject the Plan. a Bankruptcy Court announcement providing for such adjournment or continuation on its agenda. The Plan may be modified, if necessary. prior to, during, or as a result of the Combined Hearing.

4. Voting Record Date. Holders of Claims or Interests in Class 1 (April Convertible Notes Secured Claims), Class 2 (August Convertible Notes Secured Claims), Class 3 (Miner Equipment Lender Secured

5. Voting Deadline. If you received a Solicitation Package, including a Ballot, and intend to vote on the Plan, you must: (i) follow the instructions carefully; (ii) complete all of the required information derivative claims, asserted or assertable on behalf of the Debtors, by a Final Order to have constituted actual fraud (provided that according to and as set forth in detail in the voting instructions on your Ballot so that it is actually received by the Debtors' solicitation the Reorganized Debtors, the Estates, or their Affiliates would of the Bankruptcy Code or state laws governing fraudulent or from objecting to the proposed assumption or to the validity of such and voting agent, Stretto, Inc. ("Stretto" or the "Voting Agent") on before January 11, 2024 at 5:00 p.m. (Prevailing Central Time) (the "Voting Deadline"). ANY FAILURE TO FOLLOW THE VOTING or Interest or other Person, based on or relating to, or in any obligations of any party or Entity under the Plan, any Restructuring INSTRUCTIONS INCLUDED WITH YOUR BALLOT MAY DISQUALIFY YOUR BALLOT AND YOUR VOTE.

its vote, must submit its Ballot so that it is received by the Voting Agent on or before the Voting Deadline. Equipment Lender Agreements, the Mortgage Agreements, Sphere 3D Corp. against a Debtor.

Sphere 3D Corp. against a Debtor. the General Contracts, any and all agreements relating to M&M SECTION 5.19 CANCELLATION OF LIENS

(Intercompany Interests) are not entitled to vote on the Plan and will the Court a motion for an order pursuant to Bankruptcy Rule 3018(a) other agreement contemplated by the Plan or the reliance by be filed with the Court not later than 5:00 p.m. (Prevailing Central Motion, such creditor's Ballot shall be counted in accordance with the guidelines provided in the Solicitation and Voting Procedures attached Allowed in a different amount by an order of the Court entered prior to the Exit Facility Documents, the New Warrants Agreement, the or concurrent with entry of an order confirming the Plan.

Time) (the "Objection Deadline").

Bankruptcy Rules and the Bankruptcy Local Rules, and any order of or other occurrence taking place on or before the Effective Date. the Court; (iii) set forth the name of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting releases set forth in Section 10.6(a) of the Plan (i) shall only be termination statements. party against the Debtors' estates or property; (iv) provide the basis for the objection and the specific grounds therefor, and, if practicable, a proposed modification to the Plan that would resolve such objection: and (v) be filed with the Bankruptcy Court (with proof of service) via determined by a Final Order to have constituted actual fraud ECF or by mailing to the Bankruptcy Court at United States Bankruptcy Court Clerk's Office, United States Courthouse, 515 Rusk Avenue, Courtroom 401, 4th Floor, Houston, Texas 77002, so as to be actually received no later than the Objection Deadline

9. IF AN OBJECTION TO CONFIRMATION OF THE PLAN OR FINAL willful misconduct, or gross negligence, (b) releasing any Released SERVED STRICTLY AS PRESCRIBED HEREIN, THEN THE OBJECTING PARTY MAY BE BARRED FROM OBJECTING TO CONFIRMATION OF THE PLAN OR FINAL APPROVAL OF THE DISCLOSURE STATEMENT OR THE ADEQUACY THEREOF AND MAY NOT BE HEARD AT THE HEARING.

10. Additional Information. Any party in interest wishing to Order, any Restructuring Transaction, or any document, instrument, obtain information about the solicitation procedures or copies of or agreement (including those set forth in the Plan Supplement) equity holders (regardless of whether such interests are held directly the Disclosure Statement, the Plan, or other solicitation materials executed to implement the Plan; and (iii) shall not release or should contact Stretto through (i) e-mail at CoreScientificInquiries@| be construed as releasing (a) Harlin Dean, (b) the plaintiffs in | predecessors, participants, successors, and assigns, subsidiaries, stretto.com, (ii) by writing to Core Scientific, Inc., Ballot Processing the Securities Class Action, (c) any Holder asserting a Section and each of their respective current and former equity holders, Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, 510(b) Claim, or (d) Sphere 3D Corp., in its individual capacity, officers, directors, managers, principals, members, employees, or (iii) via telephone at (949) 404-4152 (U.S./Canada Toll-Free) or + notwithstanding the inclusion of any of the foregoing within the agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, review the Disclosure Statement and the Plan free of charge at https://dm.epiq11.com/sertasimmons. In addition, the Disclosure Statement and Plan are on file with the Bankruptcy Court and may to the contrary, as of the Effective Date, for good and valuable other professionals, and such Person's respective heirs, executors, be reviewed for a fee by accessing the Bankruptcy Court's website: https://www.txs.uscourts.gov/page/bankruptcycourt. Note that a as otherwise provided in the Plan or in the Confirmation Order, all other Persons or Entities that may purport to assert any Cause of PACER password and login are needed to access documents on the to the fullest extent permissible under applicable law, as such Bankruptcy Court's website. A PACER password can be obtained at: law may be extended or integrated after the Effective Date, each https://pacer.uscourts.gov/

## NOTICE REGARDING CERTAIN RELEASE, **EXCULPATION, AND INJUNCTION PROVISIONS IN PLAN**

reject the Plan, and do not opt out of granting the releases set the releases set forth in the Plan, or (iv) were given notice of the releases as presented in the Plan are provided below:

provided in the Plan or for distributions required to be paid or Date, including any Claims or Causes of Action based on or that have held, hold, or may hold Claims or Interests that have been released pursuant to Section 10.6(a) or Section 10.6(b) of the Plan, shall be discharged pursuant to Section 10.3 of the Plan, or are sale or rescission of any security of the Debtors or the Reorganized subject to exculpation pursuant to Section 10.7 of the Plan, and all Subcontractors and all other parties in interest are permanently enjoined, from and after the Effective Date, from taking any of Action), the DIP Facility, the Convertible Notes Agreements, the out of granting the releases set forth in the Plan; (vii) the Holders of all the following actions against, as applicable, the Debtors, the Miner Equipment Lender Agreements, the Mortgage Agreements, Reorganized Debtors, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Liens, the formulation, preparation, dissemination, solicitation, releases set forth in the Plan; and (viii) the Holders of all Claims and Section 10.7 of the Plan with respect to the Exculpated Parties): negotiation, entry into, or filing of the Plan (including the Plan (i) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with | Transaction, contract, instrument, release, or other agreement respect to any such Claims or Interests; (ii) enforcing, attaching, or document (including any legal opinion requested by any Entity collecting, or recovering by any manner or means any judgment, regarding any transaction, contract, instrument, document, or award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; any Released Party on the Plan or Confirmation Order in lieu of MIGHT BE AFFECTED.

such Entities on account of or in connection with or with respect subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on such Claims or Interests released, settled, and/or treated, entitled rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of the Plan.

438) (the "Third Amended Plan").

2. Fourth Amended Plan and Disclosure Statement Restructuring Transaction, contract, instrument, release, or other adjudicate the underlying colorable Claim or Cause of Action.

manner arising from, in whole or in part, the Chapter 11 Cases, the 6. Parties in Interest Not Entitled to Vote. Holders of Claims Liens, the formulation, preparation, dissemination, solicitation, Transaction, contract, instrument, release, or other agreement Plan, the Plan Supplement, the Disclosure Statement, the Plan Rights Offering, the Backstop Commitment Letter, the Initial DIP applicable to the maximum extent permitted by law; (ii) shall not be construed as (a) releasing any Released Party from Claims or Causes of Action arising from an act or omission that is judicially (provided that actual fraud shall not exempt from the scope of sections 544 or 548 of the Bankruptcy Code or state laws governing fraudulent or otherwise avoidable transfers or conveyances), from an act or omission that is determined by a Final Order or by a federal government agency to have constituted a violation of any federal securities laws, or (c) releasing any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation

SECTION 10.6(b) RELEASES BY HOLDERS OF CLAIMS AND consideration, the adequacy of which is hereby confirmed, except Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released, and discharged the Debtors, the Reorganized Debtors, and the Released Parties If you (i) vote to accept the Plan, (ii) are solicited to vote from any and all Claims, obligations, rights, suits, damages, to accept or reject the Plan, but do not vote to either accept or Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or that may forth in the Plan, (iii) vote, or are deemed, to reject the Plan or be asserted on behalf of the Debtors or their Estates, that such are presumed to accept the Plan but do not opt out of granting | Entity would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder opportunity to opt out of granting the releases contained in the of any Claim or Interest, whether known or unknown, foreseen Plan but do not opt out, you shall be deemed to have consented or unforeseen, existing or hereinafter arising, in law, equity, or to the releases contained in Section 10.6(b) of the Plan. The otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act or omission, transaction, agreement, SECTION 10.5 INJUNCTION. Except as otherwise expressly event, or other occurrence taking place on or before the Effective delivered pursuant to the Plan or the Confirmation Order, all Entities | relating to, or in any manner arising from, in whole or in part, the | their capacity as such, (i) the Debtors; (ii) the Reorganized Debtors; (iii) Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, Debtors (which includes, for the avoidance of doubt, all claims and Causes of Action asserted or assertable in the Securities Class but that do not vote either to accept or to reject the Plan and do not opt the General Contracts, any and all agreements relating to M&M are presumed to accept the Plan but do not opt out of granting the Supplement), the Disclosure Statement, or any Restructuring opportunity to opt out of granting the releases set forth in the Plan but

(iii) creating, perfecting, or enforcing any Lien or encumbrance such legal opinion) created or entered into in connection with the of any kind against such Entities or the property or the estates of Plan, the Plan Supplement, the Disclosure Statement, the Plan Settlements, the New Secured Convertible Notes Documents to any such Claims or Interests; (iv) asserting any right of setoff, the New Secured Notes Documents, the Contingent Payment Obligations Documents, the GUC Contingent Payment Obligations Term Sheet, the New Miner Equipment Lender Debt Documents, account of or in connection with or with respect to any such Claims or Interests unless (x) such Entity has timely asserted such setoff Rights Offering, the Backstop Commitment Letter, the Initial DIP right either in a Filed Proof of Claim, or in another document Filed | Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or Confirmation Order, including the issuance or distribution of or (y) such right to setoff arises under a postpetition agreement with the Plan (including, but not limited to, the with the Debtors or an Executory Contract that has been assumed New Common Interests), or the distribution of property under by the Debtors as of the Effective Date; and (v) commencing or the Plan, or any other agreement, act or omission, transaction, continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Section 10.6(b) of the Plan (i) shall only to a distribution, or cancelled pursuant to the Plan or otherwise be applicable to the maximum extent permitted by law; and (ii) Disallowed; *provided* that such persons who have held, hold, or may hold Claims against, or Interests in, a Debtor, a Reorganized | Claims or Causes of Action arising from an act or omission that is Debtor, or an Estate shall not be precluded from exercising their judicially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope nd consistent with the terms of the Plan.

of these third-party releases any Claims or Causes of Action assumed and assigned pursuant to the Plan shall vest bubject in all respects to Section 11.1 of the Plan, no entity or arising under sections 544 or 548 of the Bankruptcy Code or in and be fully enforceable by the applicable Reorganized Debtor or person may commence or pursue a Claim or Cause of Action of state laws governing fraudulent or otherwise avoidable transfers any kind against any Released Party or Exculpated Party that or conveyances), willful misconduct, or gross negligence, or (b) 14, 2023 the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") held a hearing (the "Conditional Debtors, the governance, management, transactions, ownership, instrument, or agreement (including those set forth in the Plan

SECTION 10.7 EXCULPATION. Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out, in whole Order, among other things, authorizes the Debtors to solicit votes to accept the *Third Amended Joint Chapter 11 Plan of Core Scientific*, but the documents, the formulation, preparation, dissemination, or in part, from the Petition Date through the Effective Date, of the Chapter 11 Cases, the Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of any security of the Debtors or the Reorganized Debtors, the DIP Facility, the Convertible Notes Agreements, the Supplement. On December 28, 2023, the Debtors filed the (i) agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, lts Affiliated Debtors (Docket No. 1639) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented, the "Plan")<sup>2</sup>, which modified the Third Amended Plan to reflect a settlement with the Creditors' Committee, and (ii) with the Plan and, where applicable, setting forth Supplement to Disclosure Statement for Fourth Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, (Docket No.1640) (the "Disclosure Statement Supplement", Obligations Documents, the GUC Contingent Payment Obligations Document, or regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, or document, or or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, or document, or or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Entity regarding any transaction, contract, instrument, and contract in the contract of the contract of the contract or document or docu Statement Order, the "Disclosure Statement Order"), which, Plan, or any other agreement, act or omission, transaction, event, Rights Offering, the Backstop Commitment Letter, the Initial DIP among other things, conditionally approved the Disclosure Statement Supplement and authorized the Debtors to commence the related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or of the Plan, the administration and implementation of the Plan Plan and final approval of the Disclosure Statement (the "Combined" gross negligence against a Released Party or Exculpated Party securities pursuant to the Plan (including, but not limited to, the Hearing") has been scheduled for January 16, 2024 at 10:00 a.m. and (ii) specifically authorizing such Entity or Person to bring (Prevailing Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, in the Bankruptcy Court. or Exculpated Party. The Bankruptcy Court shall have sole and Causes of Action arising from an act or omission that is judicially 4. States Party or Exculpated Party. The Combined Hearing may be adjourned or continued from time to exclusive jurisdiction to determine whether a Claim or Cause of determined in a Final Order to have constituted actual fraud, time by the Bankruptcy Court or the Debtors, with the consent of the Requisite Consenting Creditors, without further notice other than by Action is colorable and, only to the extent legally permissible and Requisite Consenting Creditors, without further notice other than by a provided for in Section 11.1 of the Plan, shall have jurisdiction to Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities. SECTION 10.6(a) RÉLEASES BY THE DEBTORS. Notwithstanding any provision thereof that purports to (i) anything contained in the Plan to the contrary, as of the Effective be deemed to have, participated in good faith and in compliance prohibit, restrict, or condition the transfer or assignment of such SECTION 10.6(a) RÉLEASES BY THE DEBTORS. Notwithstanding | The Exculpated Parties have, and upon completion of the Plan, shall Date, pursuant to section 1123(b) of the Bankruptcy Code, for with all applicable laws with regard to the solicitation and good and valuable consideration, the adequacy of which is hereby confirmed, including the obligations of the Debtors are not, and on account of such distributions shall not be, liable at transfer or assignment of the rights of any Debtor under such contract Claims), Class 5 (M&M Lien Secured Claims), Class 6 (Secured Mortgage Claims), Class 8A (General Unsecured Claims), Class 8B (General Unsecured Claims), Class (Convenience Class Claims), Class 11 (Section 3 10(0) Gains), who are otherwise eligible to vote shall be entitled to vote to accept or reject the Plan as of November 9. 2023 (the "Voting Record Date").

Date, the Released Parties are deemed conclusively, absolutely, unconditionally and irrevocably, released and discharged by the Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors, and the Estates from the Debtors, the Reorganized Debtors are the Reorganized Debtors and the Reorganized Debtors are the Reorganized Debtors on the Ballot; and (iii) execute and return your completed Ballot whether known or unknown, foreseen or unforeseen, existing or actual fraud shall not exempt from the scope of these exculpations Transaction, or any document, instrument, or agreement (including OUR BALLOT AND YOUR VOTE.

Holders of Claims (but not Holders of Existing Common Debtors, the governance, management, transactions, ownership, or operation of the Debtors, the purchase, sale or rescission of Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, Plan, or (c) exculpating Sphere 3D Corp., in its individual capacity, Interests in Class 12) that (i) have already submitted a Ballot and any security of the Debtors or the Reorganized Debtors (which from any postpetition conduct, Claims, or Causes of Action

will be cancelled and obligations of the Debtors thereunder will be from the Debtors under the Plan and to make any further distributions

(b) After the Effective Date and following (i) the distributions to Time) on December 8, 2023. Upon the filing of any such Rule 3018(a) | Settlements, the New Secured Convertible Notes Documents, | Holders on account of Allowed Convertible Notes Secured Claims the New Secured Notes Documents, the Contingent Payment and Allowed Miner Equipment Lender Secured Claims and/or (ii) Obligations Documents, the GUC Contingent Payment Obligations | with regard to Allowed M&M Lien Secured Claims, satisfaction of th as **Exhibit 2** to the Disclosure Statement Order, unless temporarily | Term Sheet, the New Miner Equipment Lender Debt Documents, | applicable M&M Lien Takeback Debt, the Debtors or the Reorganized Debtors, at their expense, may, in their sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence 7. Objections to Confirmation. The deadline to object or respond | Loan Documents, the DIP Facility, the Terminated RSA, the RSA, the | the release of any and all mortgages, deeds of trust, Liens, pledges, to confirmation of the Plan or final approval of the Disclosure Chapter 11 Cases, the pursuit of confirmation and consummation and other security interests with respect to the Convertible Notes Statement is January 11, 2024 at 5:00 p.m. (Prevailing Central of the Plan, the administration and implementation of the Plan Secured Claims, Miner Equipment Lender Secured Claims, and M&M or Confirmation Order, including the issuance or distribution of Lien Secured Claims, including, without limitation, the preparation 8. Form and Manner of Objections to Confirmation. Objections securities pursuant to the Plan (including, but not limited to, the and filing of any and all documents necessary to terminate, satisfy, and responses, if any, to confirmation of the Plan or final approval of New Common Interests), or the distribution of property under the or release any mortgages, deeds of trust, Liens, pledges, and othe the Disclosure Statement, must; (i) be in writing; (ii) conform to the Plan, or any other agreement, act or omission, transaction, event, security interests held by the Holders of the M&M Lien Secured Claims, Miner Equipment Lender Secured Claims, the Notes Agent, Notwithstanding anything to the contrary in the foregoing, the and/or Convertible Noteholders, including, without limitation, UCC-3

Relevant Definitions Related to Release and Exculpation

"Exculnated Parties" means each of the following in their capacity as such and, in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) Equity Committee and each of its present these Debtor releases any Claims or Causes of Action arising under and former members, each solely in their capacity as such (and as it the deadline to object to Confirmation of the Plan, the Debtors shall relates to former members, solely with regard to the time period for which they served on the Equity Committee); and (iii) the Creditors' Committee and each of its present and former members, each solely APPROVAL OF THE DISCLOSURE STATEMENT IS NOT FILED AND Party from Claims or Causes of Action held by the Debtors arising in its capacity as such (and as it relates to former members, solely with regard to the time period for which they served on the Creditors Committee)

"Related Parties" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, or indirectly), affiliated investment funds or investment vehicles, accountants, managed accounts or funds, management companies, estates, and nominees, each in their capacity as such, and any and Action derivatively, by or through the foregoing entities.

"Released Parties" means, collectively: (i) the Debtors; (ii) the Reorganized Debtors; (iii) the Equity Committee; (iv) the members of the Equity Committee that are party to the RSA, solely in their capacities as such; (v) the Backstop Parties; (vi) the Creditors' Committee: (vii) the present and former members of the Creditors' Committee, solely in their capacities as such; (viii) the Settling Miner Equipment Lenders; (ix) Brown Corporation; (x) Holliwood LLC (xi) the Ad Hoc Noteholder Group; (xii) the Consenting Creditors; (xiii) the Exit Lenders; (xiv) the Notes Agent, solely in its capacity as such; (xv) Foundry Digital LLC; (xvi) B. Riley Commercial Capital LLC: (xvii) BRF Finance Co., LLC: and (xviii) with respect to each of the foregoing Persons in clauses (i) through (xvii), all Related Parties. Notwithstanding the foregoing, any Person that opts out of the releases set forth in section 10.6(b) of the Plan shall not be deemed a Released Party thereunder.

"Releasing Parties" means collectively, and in each case solely in with respect to each of the foregoing Persons in clauses (i) through (ii), all Related Parties; (iv) the Released Parties; (v) the Holders of al Claims or Interests that vote to accept the Plan; (vi) the Holders of all Claims or Interests whose vote to accept or reject the Plan is solicited Claims or Interests that vote, or are deemed, to reject the Plan or that Interests and all Other Beneficial Owners that were given notice of the did not opt out.

REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE,

## Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases of Debtors and Related Procedures

1. Please take notice that, in accordance with Article VIII of the Plan and sections 365 and 1123 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 8.5 of the Plan. all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed assumed, unless such contract pursuant to Final Order of the Bankruptcy Court, (ii) previously expired or terminated pursuant to its own terms or by agreement of the parties as a contract or lease to be rejected on the Schedule of Rejected Contracts. Subject to (i) satisfaction of the conditions set forth in section 8.1(a) of the Plan, (ii) resolution of any disputes in accordance with section 8.2 of the Plan with respect to the Executory Contracts or Unexpired Leases subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract and Unexpired Lease assignee in accordance with its terms, except as modified by any provision of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption or assumption and assignment, or applicable law.

2. The Plan provides that to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. 3. Section 8.2 of the Plan stipulates that the Debtors shall file, as

part of the Plan Supplement, the Schedule of Rejected Contracts and

the Schedule of Assumed Contracts. The Plan further provides that prior to the Combined Hearing, the Debtors shall serve a notice on parties to Executory Contracts or Unexpired Leases to be assumed,

the proposed Cure Amount (if any). If a counterparty to any Executory Contract or Unexpired Lease that the Debtors or Reorganized Debtors as applicable, intend to assume or assume and assign is not listed and together with the Disclosure Statement for Third Amended Joint Chapter 11 Plan of Core Scientific, Inc. and Its Affiliated Debtors, Docket No. 1439, as may be modified, amended, or Rights Offering, the Backstop Commitment Letter, the Initial DIP such legal opinion) created or entered into in connection with the Disclosure Statement for Third Amended by the Plan or the reliance by contract or Unexpired Lease shall be deemed to be Zero Dollars such legal opinion) created or entered into in connection with the Disclosure Statement for Third Amended by the Plan or the reliance by contract or Unexpired Lease shall be deemed to be Zero Dollars such legal opinion) created or entered into in connection with the Disclosure Statement for Third Amended by the Plan or the reliance by contract or Unexpired Lease shall be deemed to be Zero Dollars such legal opinion) created or entered into in connection with the supplemented, the "Disclosure Statement"). On December 28, the Bankruptcy Court entered the Order (I) Modifying Dates and Deadlines Set Forth in the Disclosure Statement Order and In the Disclosure Statement Order In the Disclosure Statement In (III) Conditionally Approving the Debtors' Disclosure Statement Obligations of Supplement (Docket No. 1638) (the "Supplemental Disclosure Statement Order" and, together with the Initial Disclosure Initial Disclosure No. 1638) (the "Supplemental Disclosure Statement Order" and, together with the Initial Disclosure No. 1638) (the "Supplemental Disclosure Initial Disclosure of an Executory Contract or Unexpired Lease (other than a dispute Bankruptcy Court prior to such assumption being effective; provided that the Debtors or the Reorganized Debtors, as applicable, may, with 3. Combined Hearing. A hearing to consider confirmation of the Cause of Action represents a claim of willful misconduct, fraud or or Confirmation Order, including the issuance or distribution of the Requisite Consenting Creditors, settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy

> 4. Section 8.2 of the Plan further provides that-any counterparty to an Executory Contract or Unexpired Lease that does not timely object to the notice of the proposed assumption of such Executory Contract or Unexpired Lease shall be deemed to have assented to assumption of the applicable Executory Contract or Unexpired contract or lease; (ii) terminate or modify, or permit the termination or as applicable, under such Executory Contract or Unexpired Lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor or any Reorganized Debtor, as applicable. Each such provision shall to the proposed assumption in accordance with the terms set forth from objecting to the proposed assumption or to the validity of such account of transactions contemplated by the Plan.

5. Section 8.3 of the Plan provides that unless otherwise provided by an order of the Bankruptcy Court, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired (ii) do not wish to change their vote, do not need to submit a new Ballot. However, any Holder of a Claim that (x) has not submitted in the Securities Class Action), al., v. Sphere 3D Corp. and Gryphon Digital Mining, Inc. (In re Core) thirty (30) days from (i) the date of entry of an order of the Bankruptcy a Ballot or (y) has submitted a Ballot but now wishes to change the DIP Facility, the Convertible Notes Agreements, the Miner Scientific, et al.), Adv. Proc. 23-03252 or any Claims asserted by Court approving such rejection, (ii) the effective date of the rejection of such Executory Contract or Unexpired Lease, and (iii) the Effective Date. Any Claims arising from the rejection of an Executory (a) Except as otherwise specifically provided in the Plan, including | Contract or Unexpired Lease not Filed within such time shall be or Interests in Class 4 (Other Secured Claims), Class 7 (Priority Non-Tax Claims), Class 10 (Intercompany Claims), and Class 11 | Disclosure Statement, or any Restructuring | Supplement), the Disclosure Statement, or any Restructuring | Supplement, the Disclosure Statement, the assertion, and shall not be enforceable against, as applicable, not receive a Ballot. If any creditor seeks to challenge the Allowed or document (including any legal opinion requested by any Entity discharged and of no further force or effect, except for the purpose the Debtors, the Estates, the Reorganized Debtors, or property amount of its Claim for voting purposes, such creditor must file with regarding any transaction, contract, instrument, document, or of allowing the applicable agents and trustees to receive distributions of the foregoing parties, without the need for any objection by the Debtors or the Reorganized Debtors, as applicable, or furthe temporarily allowing such Claim for voting purposes in a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amount (a "Rule 3018(a) Motion"). Any Rule 3018(a) Motion must be used to present a different amoun the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Schedules, if any, or a Proof of Claim to the contrary. UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY

NOT BE CONSIDERED BY THE BANKRUPTCY COURT. 6. Plan Supplement. The Debtors will file and serve any amended

Plan Supplement on or before January 5, 2024. Notice of Procedures with Respect to Reinstated Claims

1. Please take notice that, in accordance with Article IV of the Plan and section 1124 of the Bankruptcy Code, as of and subject to the occurrence of the Effective Date and the payment of any applicable Cure Amount, and subject to section 7.11 of the Plan, all Other Secured Claims in Class 4 shall be Reinstated Subject to (i) satisfaction of the conditions set forth in section 7.11 of the Plan, (ii) resolution of any disputes in accordance with section 7.11 of the Plan with respect to the Cure Amounts subject to such disputes, and (iii) the occurrence of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall authorize Reinstatement of the Other Secured Claims in Class 4 pursuant to section 1124 of the Bankruptcy Code.

2. Section 7.11 of the Plan stipulates least ten (10) days before serve a notice on Holders of Other Secured Claims in Class 4 setting forth the proposed Cure Amount (if any) necessary to Reinstate such Claims. Any objection by a Holder of an Other Secured Claim in Class 4 to the proposed Cure Amount must be Filed, served, and actually received by the Debtors within fourteen (14) days of the service of the notice of proposed Cure Amount, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court. Any Holder of an Other Secured Claim in Class 4 that does not timely object to the notice of the proposed Cure Amount shall be deemed to have assented to the Reinstatement of its Claim and the proposed Cure Amount listed therein and shall be shall forever be barred and enjoined from objecting to the Reinstatement of its Claim on the grounds that sections 1124(2)(A), (C), or (D) of the Bankruptcy Code have not been satisfied.

3. Section 7.11 of the Plan further provides that to the extent there is a dispute relating to the Cure Amount, the Debtors may Reinstate the applicable Other Secured Claim prior to the resolution of the Cure Amount dispute; provided that the Debtors or the Reorganized Debtors, as applicable, reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required Cure Amount by the Holder of the applicable Other Secured Claim (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such Holder and the applicable Reorganized Debtor). Subject to resolution of any dispute regarding any Cure Amount, all Cure Amounts shall be satisfied on the Effective Date, or otherwise as soon as practicable thereafter, by the Debtors or Reorganized Debtors, as the case may be

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS COMBINED HEARING NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

QUESTIONS: If you have questions about this Hearing Notice, please contact Stretto through (i) e-mail at CoreScientificInquiries@stretto.com. (ii) by writing to Core Scientific. Inc., Ballot Processing Center, c/o Stretto, Inc., 410 Exchange, Suite 100, Irvine, CA 92602, (iii) via telephone at (949) 404-4152 (U.S./ Canada Toll-Free) or + (888) 765-7875 (outside of the U.S.), or (iv) visiting https://cases.stretto.com/CoreScientific.

The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Core Scientific Mining LLC (6971); Core Scientific, Inc. (3837); Core Scientific Acquired Mining LLC (6074); Core Scientific Operating Company (5526); Radar Relay, Inc. (0496); Core Scientific Specialty Mining (Oklahoma) LLC (4327); American Property Acquisition LLC (0825): Starboard Capital LLC (6677): RADAR LLC (5106): American Property Acquisitions I, LLC (9717); and American Property Acquisitions, VII, LLC (3198). The Debtors' corporate headquarters is 210 Barton Springs Road, Suite 300, Austin, Texas 78704. The Debtors' service address is 2407 S. Congress Ave, Suite E-101, Austin, Texas 78704.

All capitalized terms used but not defined herein or in the enclosed YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY voting instructions have the meanings ascribed to them in the Plan, attached as Exhibit A to the Disclosure Statement Supplement